

1 August 2022

# HSBC Personal Banking Booklet

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## This Personal Banking Booklet and Product Disclosure Statement

This Personal Banking Booklet and PDS (**this booklet**) contains part of the Product Disclosure Statement (**PDS**) for each of the products in the table below, if a PDS is required. It contains important information and must be read with the other part of your PDS that applies to your personal banking product.

This booklet also forms part of the product terms of each of the products in the table below. When you enter into an agreement with us for a product in the table, you agree to the terms in this booklet.

Where you have a Transaction Account or Savings Account	Where you have a home loan, credit card, overdraft or personal loan	Where you have a home loan Offset Savings Account	Where you have joined online or mobile banking
<p>This booklet forms part of the PDS for your transaction or savings account.</p> <p>The other part of the PDS is in the Transaction and Savings Accounts Terms.</p>	<p>A PDS is not required for credit and loans. However, this booklet forms part of the agreement between you and us.</p>	<p>This booklet forms part of the PDS for your Offset Savings Account. The other part of the PDS is Appendix 3 of the Home Loan Terms.</p>	<p>A PDS is not required for online banking or mobile banking. However, this booklet forms part of the agreement between you and us.</p>

Please contact us on one of the phone or TTY numbers as detailed in the table under clause 43 if:

- you are an indigenous customer or are in a remote area and would like assistance with relevant products or accounts; or
- you consider that you may be a vulnerable customer.

## 1. WHO'S THIS AGREEMENT BETWEEN?

You	We/Us/Our
<p>Depending on your product, you means the person or persons we've:</p> <ul style="list-style-type: none"><li>• opened one or more accounts for; or</li><li>• named as the borrower in your letter of offer or schedule; or</li></ul> <p>If permitted under your agreement, this can also include a personal representative, or anyone else who takes over your legal rights or duties.</p>	<p>HSBC Bank Australia Limited ABN 48 006 434 162 GPO Box 5302 Sydney NSW 2001 AFSL/Australian Credit Licence 232595) T: 1300 308 008     <a href="http://www.hsbc.com.au">www.hsbc.com.au</a></p> <p>These also apply to anyone who we've told you has taken over from us under this agreement.</p>

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## 2. WHICH PRODUCTS AND SERVICES DOES THIS BOOKLET AND PDS APPLY TO?

By using one or more of the following products and services, you agree to the terms in this booklet that apply to that product or service. They are:

### PRODUCTS

Transaction and Savings Accounts	
<p><b>Transaction Accounts</b></p> <ul style="list-style-type: none"><li>✓ Everyday Global Account</li><li>✓ Day to Day Account</li><li>✓ HSBC Premier Children's Savings Account</li></ul>	<p><b>Savings and Term Deposit Accounts</b></p> <ul style="list-style-type: none"><li>✓ HSBC Bonus Savings Account</li><li>✓ HSBC Everyday Savings Account</li><li>✓ Term Deposit Account</li></ul>

### Home Loans

- |                          |                          |
|--------------------------|--------------------------|
| ✓ Standard Variable Loan | ✓ Offset Savings Account |
| ✓ Home Smart® Loan       | ✓ Home Value Loan        |
| ✓ Home Equity Loan       | ✓ Fixed Rate Loan        |
| ✓ Construction Loan      | ✓ Bridging Loan          |

### Credit Cards

- ✓ HSBC Premier Credit Card
- ✓ HSBC Premier Qantas Credit Card
- ✓ Platinum Credit Card
- ✓ Platinum Qantas Credit Card
- ✓ Low Rate Credit Card

### Personal Loans

- ✓ Personal Loan

### Services

- |                  |                   |
|------------------|-------------------|
| ✓ Online banking | ✓ Mobile banking  |
| ✓ Phone banking  | ✓ Digital wallets |

**This booklet also applies to any card we issue.**



## PRODUCTS WE NO LONGER OFFER

<b>Transaction Account</b>
✓ HSBC Premier Cash Management Account
<b>Overdrafts</b>
✓ Arranged Overdraft
<b>Home Loans</b>
✓ Market Linked Loan
✓ Home Rewards Loan
<b>Credit Cards</b>
✓ Classic Credit Card
<b>Bank Guarantee</b>
✓ Secured by Property
✓ Secured by Cash

Fees and charges can be found in Part B of this booklet. Other important terms can be found in Part C of this booklet. Clause 38 in Part B lists fees and charges for the Personal Credit Line product we no longer offer, however the remainder of this booklet does not apply to Personal Credit Line products.

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### 3. WHERE WILL YOU FIND IMPORTANT INFORMATION ABOUT YOUR AGREEMENT WITH US?

The following table is a quick reference that sets out the type of information you might be looking for, and where you might find that information. For a list of all documents that form your agreement with us, see your product booklet.

<b>Terms</b>	<b>Where you'll find them</b>
General terms that apply to all accounts, credit and our cash backed bank guarantee where relevant (e.g. transaction and savings, home loans, credit cards, overdrafts and personal loans).	This booklet
Statutory Important Information notice that applies to credit cards, home loans and personal loans that are regulated under the National Credit Code	This booklet
Specific terms for transaction accounts and savings accounts	The Transaction and Savings Accounts Terms
Specific terms for home loans	The Home Loan Terms Your letter of offer
Specific transaction terms for Offset Savings Account, Home Smart®, Home Equity, Home Value and Standard Variable Rate loan accounts	The Home Loan Terms Your letter of offer
Specific terms for credit cards	The Credit Card Terms The credit card schedule Your credit card offer e-mail
Specific terms for personal loans	The Personal Loan Terms Your letter of offer
Specific terms for overdrafts	Your letter of offer (if applicable)
Specific terms for online and mobile banking	The Online Banking Terms
Interest rates	<ul style="list-style-type: none"> <li>• For Transaction and Savings Accounts For your current interest rate, please check our website at <a href="http://hsbc.com.au">hsbc.com.au</a> and click on the relevant product or contact us at 1300 308 008.</li> <li>For the terms on which interest is paid, see clause 24 of this booklet.</li> </ul>

Terms	Where you'll find them
	<ul style="list-style-type: none"> <li>For home loans, credit cards, personal loans and overdrafts</li> </ul> <p>Please refer to rate notices from us, your letter of offer or credit card schedule. Our current interest rates are also on our website at <a href="http://hsbc.com.au">hsbc.com.au</a> and clicking on the relevant product page.</p>
Our current exchange rates	<p>To find out your current rate, please contact us in branch or by phone at 1300 308 008 or check our website at <a href="http://hsbc.com.au">hsbc.com.au</a></p>

If different parts of our agreement don't work together (for example, because one part says something different to another part) then, so far as laws and regulations or any code of practice which we have to follow allow then the terms in the document that first appears higher in the bullet points below will apply over a document that first appears lower in those bullet points:

- any letter of offer, schedule, or other offer document.
- the product terms.
- the Online Banking Terms.
- this booklet.

**Laws and regulations**

When we talk about “laws and regulations” this includes all laws, rules, codes of practice, decisions, recommendations and requirements laid down by any court, regulator, government authority or agency or other similar body that apply to your loan.

**Product Terms**

When we say ‘product terms’ we mean the booklet of terms that specifically applies to the product or service you’ve taken out.

If any term of our agreement would breach any laws and regulations, that term should be read in a way that would comply or, if required, it should be deleted. If any court or tribunal or the Australian Financial Complaints Authority decides that any term of any of our agreements are unlawful or cannot be relied upon, all other terms will remain valid.

### **ePayments Code**

The ePayments Code is a voluntary code that sets out the standards of practice and service for electronic payments, including ATM, EFTPOS and credit card transactions, online payments, online and mobile banking, and BPAY®.

We warrant that we will comply with the ePayments Code. Despite anything in this booklet, or if there is a conflict between the ePayments Code and the agreement between you and us, or any of our documents, the ePayments Code will apply.

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### **Banking Code of Practice**

The Banking Code of Practice sets out the standards of practice and service in the Australian banking industry for individual customers, small business customers their guarantors. See that code for customer definitions. If that code applies to you:

- (a) the relevant provisions of that code apply when you use one of our products or services; and
- (b) if there is a conflict between that code and the agreement between you and us or anything else in our documents, that code applies.

You can obtain a copy of that code from our website, by calling us, or by asking in our branch.

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If you require further information on anything in our documents, you can request it from us anytime.

**IMPORTANT: These terms will apply when you accept them or start using a product or service. If you are an existing customer, then the terms in this document will replace any terms you have previously agreed to if we've sent you notice of this and any notice period, we have provided you ends.**

## **PART A: USING YOUR PERSONAL BANKING PRODUCTS**

Part A of this booklet describes how you can access and use your personal banking products, security requirements and key features and services. If we make electronic banking available, for example, through online banking, mobile banking, phone banking, direct debits and credits, EFTPOS and credit and debit cards, you may give us instructions electronically, and we are authorised to carry out those instructions under the terms in this booklet, and any product specific booklet. It contains terms that apply to many products.

### **EFTPOS or payment terminal**

When we use the words 'EFTPOS' or 'payment terminal' we mean device which accepts card payments.

## **Security**

### **4. HOW DO WE MAKE SURE WE'RE DEALING WITH YOU?**

Before we provide information about your account, allow you to make payments, provide new services, open or close accounts and do other things we're asked to, we need to check your identity and make sure that the action you're asking us to take is authorised by you. The law may also require us to collect identification information and verify your identity throughout our relationship.

You'll need to undergo our verification of identity procedure before you open an account. Depending on the type of account you open, we may use electronic verification of identity (EVID). Otherwise, we'll ask to see your identity documents or ask to see these if you don't pass EVID.

We may need to check that your signature on a document authorising a payment (e.g. a cheque) matches a signature you've given us or on your card. If you're in a branch, we may also ask for an identity document which has your photo on it (e.g. a driver's licence or passport).

In all other cases, we'll assume we're dealing with you and that we're authorised to take action if your security details are used with phone banking, online banking or mobile banking (or another service we provide for accessing your accounts) or with a payment device. We may add other ways of checking your identity in the future.

<b>What is a 'payment device'?</b>	<b>What are 'security details'?</b>
This is a card (debit or credit), digital wallet (such as Apple Pay or Google Pay™), Secure Key (physical or digital) or another device that you can use (usually with security details) to make payments, give us instructions or access information about your account.	These can be passwords, PINs, pass codes, memorable data, biometric data (such as a fingerprint, face picture or voice ID) or any other information or details that you've set up with us or we give you for use with a payment device or phone banking, online banking or mobile banking.

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## 5. KEEPING UP SECURITY

We'll do all we reasonably can to prevent unauthorised access to your account. You must also act reasonably to prevent misuse of your account by keeping your payment devices and security details safe. If you don't, we may take steps to reduce loss, as described in clause 16 and you may become responsible for the unauthorised payments and use on your account (please see clause 6 below for who is responsible for unauthorised transactions).

### **Security Tips**

These are tips for preventing misuse of your accounts (this isn't a complete list) and are for your information:

Your liability will be determined under the ePayments Code and not by these tips. However, if you do the things we suggest you don't do, then you may be liable under the ePayments Code.

**Don't**

- X** allow anyone (other than an authorised signatory or third-party provider) to use any payment device or tell them your security details; or
- X** choose security details that can be easily guessed by anyone else such as your date of birth or a recognisable part of your name. This would be extremely careless and may result in you being found responsible for unauthorised access to your account using your security details; or
- X** write down or store any security details (such as a password or PIN) in a way that can be understood or retrieved by someone else or keep them with your payment device. Never allow your device or browser to automatically store your banking passwords; or
- X** log in, or stay logged in, to an internet or mobile payment device or app if you're not in full control of it or it's not in your possession; or
- X** tamper with any of the services (for example decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, or delete) provided through online banking or mobile banking; or
- X** use any services in any unlawful manner or purpose or act fraudulently or maliciously (e.g. inserting a malicious code, virus, or harmful data into the operating system of our online banking or mobile banking software).

**Do**

- ✓ delete or deactivate any stored biometric access to a payment device (such as fingerprint, face or voice ID) or to any device linked to a payment device used by anyone else; and
- ✓ delete cards from a payment device or from any digital wallets accessed from a payment device before you transfer possession of it to someone else (for example if you sell it, give it to someone for repair or throw it away); and
- ✓ follow all security measures provided by your mobile device manufacturer that apply to your use of the mobile banking app or your mobile device. Never modify the device or its system without the manufacturer's permission (sometimes referred to as 'jail-broken' or 'rooted'), and always install and update all security and software updates; and
- ✓ keep your personal online banking account and mobile device secure by using anti-virus and anti-spyware software and a personal firewall; and
- ✓ make sure you only access the online banking service directly from our website or our official app from the app store. Don't click on any email links and then enter your personal details.

Additional tips for protecting your account and for keeping your payment devices and security details safe are on our website. Please check for any updates we may make over time.

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## 6. WHAT SHOULD YOU DO IF YOU SUSPECT AN INCORRECT, UNAUTHORISED OR MISTAKEN ELECTRONIC PAYMENT FROM YOUR ACCOUNT?

### What is an incorrect, unauthorised or mistaken payment?

What is ...		
an incorrect payment?	an unauthorised payment?	a mistaken payment?
<p>A payment that we have made in error because it has not been sent to the person or account you specified when you asked us to make the payment.</p>	<p>A payment made from your account which was not authorised by you or someone you've authorised to make payments from your account.</p> <p>If you give someone your payment device or security details and they use them to make a payment, we may treat the payment as if you would have authorised it depending on what happened.</p> <p>This is why you mustn't tell anyone your security details or allow anyone access to your payment device.</p>	<p>A payment made from your account through branch, phone, online or mobile banking which has been sent to the wrong person because you entered the wrong payment details (for example, a BSB or identifier doesn't belong to the account of the person you intended to pay).</p>

<b>Who is responsible for incorrect or unauthorised payments?</b>	
<b>Question</b>	<b>Answer</b>
<p>What will we do when you tell us about an incorrect or unauthorised payment?</p>	<p>We'll let you know when we've received your report of an incorrect or unauthorised payment. Please see clauses 59, 60 and 61 for details about how to raise a transaction query, make a complaint (if you are not satisfied with the outcome of our investigation) and how we deal with investigations.</p>
<p>Will I always get my money back?</p>	<p>No. However, you may get your money back in instances where:</p> <ul style="list-style-type: none"> <li>• you have informed us immediately for circumstances outlined in clause 7; or</li> <li>• you have told us about the transaction within the timeframes set out in clause 60 (where applicable); and</li> <li>• a chargeback right exists and was found in your favour; or</li> <li>• a recall of a payment from another bank is successful.</li> </ul> <p>There are other circumstances in which we won't make a refund to you. The ePayments Code provides more information about when you might, or might not, be liable, and on any limits on your or our liability.</p>
<p>Can we take back a refund we've made?</p>	<p>Yes. We can take back refunds after giving you reasonable notice in the following circumstances:</p> <ul style="list-style-type: none"> <li>• if you gave us the wrong information and we have not been able to recover the payment from the BPAY® biller within 20 business days of requesting; or</li> <li>• certain unauthorised payments where the ePayments Code make you responsible; or</li> <li>• if information becomes available to us at a later date and we can prove that you acted fraudulently; or</li> <li>• if a chargeback right that existed is later found to be not in your favour; or</li> <li>• if an unauthorised payment was made because you intentionally or with carelessness failed to keep your payment device safe. For example, if you knowingly gave your card and PIN to someone else.</li> </ul>

Who's responsible for unauthorised payments?	
Question	Answer
What if it's clear that you've contributed to the loss through fraud or failed to keep your security details safe?	You're responsible for all payments from your account until you've reported the event to us. The amount of loss you are responsible for is described in section 11 of the ePayments Code.
What if it's clear you've been extremely careless in relation to securing your pass code?	You're responsible for all payments from your account until you've told us that your payment device or security details have been lost, stolen or that you suspect misuse.
What if it's clear you left your card in an ATM?	You're responsible for losses that occur because you did this, unless the ATM didn't have reasonable safety standards to try and reduce this risk.
What if it's clear you unreasonably delayed reporting your lost, misused or stolen payment device or security details, or the fact that you failed to keep your security details safe?	You're responsible for all payments made from your account made between when you first knew or should have reasonably known that your device was lost or stolen, to when you made the report. The amount of loss you are responsible for is described in section 11 of the ePayments Code.
What if you made the payment using information which you are not required to keep a secret, such as an account number or personal banking number?	<p>Sometimes you're not responsible. For example, where you did not contribute to the loss; a payment device or pass code is forged, faulty, has expired or been cancelled; we've incorrectly debited your account twice; there has been fraud or negligence by us or a merchant; or a transaction that requires a pass code took place before you were issued a pass code, or after you gave us notice that the pass code was stolen or lost.</p> <p>Please see section 10 of the ePayments Code for further details about when we might be responsible. You're always responsible if you've acted fraudulently.</p>

**Who is responsible for incorrect payments or technical problems?**

Question	Answer
<p>What happens if you gave us the wrong payment details?</p>	<p>If the payment was to another bank in Australia and we're unable to recover your money, you can ask us in writing to give you all the information we've been given by the bank that received the money, so you can try to recover the money yourself.</p> <p><b>Important Information</b></p> <p>We're not responsible for payments where you gave us the wrong details. When processing payment instructions, HSBC will only rely on the account number and bank details you provide, the account name is not validated. Before proceeding with a payment instruction, it is important that you always check the payment details provided carefully, because if the payment is paid to an incorrect recipient, it may not be possible to recover it.</p>
<p>What if there was a fault with the system or equipment that you didn't know about?</p>	<p>You're not responsible if there is a problem with the payment that was caused by a fault with the system or equipment of a party to a shared electronic network that you didn't know about. Our liability may be reduced if you reasonably knew about the malfunction.</p>

**Limits on your loss**

<p>Could losses be shared between us?</p>	<p>The ePayments Code describes that sometimes the responsibility for loss is shared. For example, if the unauthorised access was your fault, but resulted in a loss that is more than your daily limit. You may be responsible for the loss up to your daily limit and we may be responsible for amounts accessed over your daily limit. See the ePayments code for more information on shared liability.</p>
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**We subscribe to the ePayments Code, and your loss for any unauthorised transaction will be determined in line with that code.**

**What happens if you make a mistaken internet payment?**

When you tell us that you've made a mistaken internet payment, we'll acknowledge this and will start investigating it. We'll write to you within 30 days to tell you the outcome, and we aren't required to do anything further if we don't think there's been a mistaken internet payment.

You can report a mistaken internet payment by phoning us. Refer to clause 43 for how to contact us.

If we believe there has been a mistaken internet payment, we'll ask the receiving bank to return the money. They must tell us within 5 business days that they've got our request and whether the recipient who received the payment by mistake has enough money in their account to cover the request we've made.

If we are satisfied that a mistaken internet payment has been made, the processes we, and the receiving bank, will follow depends on when you reported the mistaken payment, and whether the money is available, as set out in the table below

<b>Circumstances</b>	<b>If reported under 10 days</b>	<b>If reported between 10 days and 7 months</b>	<b>If reported after 7 months</b>
<p>There's enough money in the account to cover the mistaken internet payment.</p>	<p>If the receiving bank agrees a mistaken internet payment has been made, they must return the money within 5 business days of receiving our request, if possible, or otherwise within 10 business days of our request.</p> <p>If they don't agree a mistaken internet payment has been made, they may ask the mistaken recipient's permission to return the money as soon as</p>	<p>The receiving bank will investigate the payment within 10 business days of us contacting them.</p> <p>If the bank agrees a mistaken internet payment has been made, they will:</p> <ul style="list-style-type: none"> <li>• notify the mistaken recipient and prevent them from withdrawing that money for 10 further business days; and</li> <li>• give the mistaken recipient 10 business days (starting from the date their account is blocked) to object or prove they are entitled to the money.</li> </ul>	<p>If the receiving bank agrees a mistaken internet payment has been made, it must get the mistaken recipient's consent to return the money.</p> <p>If the receiving bank doesn't agree a mistaken internet payment has been made, they may ask the mistaken recipient's permission to return the money as soon as possible, but there is no guarantee</p>

Circumstances	If reported under 10 days	If reported between 10 days and 7 months	If reported after 7 months
	<p>possible, but there is no guarantee that they'll give permission, or the money will be returned.</p>	<p>If the recipient does not, the receiving bank will return the money within 2 business days after the 10 business days has expired.</p> <p>If the receiving bank doesn't agree a mistaken internet payment has been made, they may ask the mistaken recipient's permission to return the money as soon as possible, but there is no guarantee that they'll give permission, or the money will be returned.</p>	<p>we'll transfer the money to you as soon as possible</p>
<p>There's not enough money in the account</p>	<p>Where there's not enough money in the account to cover the mistaken internet payment, the receiving bank must take reasonable steps to recover the full payment, for example taking instalment payments by the mistaken recipient.</p>		

If you're unsatisfied with any way the investigation or process has been dealt with, either by us or the receiving bank, you can make a complaint by following the steps set out under Part C: Other Important Terms, of this booklet.

The amount you are responsible for will always be determined by the ePayments Code, and not by this booklet.

## **7. REPORTING A LOST OR STOLEN CARD, CHEQUE OR DEVICE; SUSPECTED UNAUTHORISED TRANSACTION, BREACH OF ACCESS CODE OR PIN, OR A MISTAKEN INTERNET PAYMENT**

### **Reporting a lost, stolen or breached card, device, access code or cheque**

You must tell us immediately if you suspect that any of the following has occurred:

- a card or payment device is lost, stolen or misused.
- an access code or PIN becomes known to someone else or misused.
- a transaction may have been made without your authority.
- you've lost a bank cheque or personal cheque or your cheque book.
- you suspect your security details are no longer safe.
- you believe they have made a mistake in instructing us to make a BPAY® Payment.
- you've been a victim of identity fraud.
- if there are any delays or mistakes in processing a BPAY® payment.
- A BPAY® payment that has been made by us hasn't been authorised
- if you've been fraudulently induced to make a BPAY® payment.

### **How we will respond to your report**

We will cancel the access method, if this is necessary and arrange for you to select a new one. We'll acknowledge your notification by giving you a reference number that verifies the date and time we were contacted. You must keep this reference number as proof that we were advised.

We'll ask you to give us information or other help and this may include information to the police to assist with any investigation.

### **What if you find it after you have reported it?**

If you recover a card that has been reported lost or stolen, the card must not be used again. Instead, you should report the recovery to us or, where you are overseas, to any financial institution displaying the Visa or Mastercard card symbol. The card should then be cut in half.

If you find a payment device or cheque after you have reported it lost, stolen or misused, do not use it. You must return it to us or destroy it if we ask.

### **Our fees to send you a new or replacement payment device or pass code**

We currently do not charge a fee to issue a new or replacement payment device or pass code. Despite anything in this booklet, before changing this fee, we will always give you the notice required under the ePayments code, which is currently 20 days.

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## **8. WHEN WE AREN'T RESPONSIBLE FOR THINGS THAT GO WRONG**

We won't be responsible for any losses you may suffer if we can't perform, or we delay in performing, our obligations under this or any of our other agreements with you as a result of:

- any legal or regulatory requirements. This includes for example those relating to the prevention, detection or investigation of financial crimes such as money laundering, terrorist financing, bribery, corruption, fraud, tax evasion, economic sanctions, or other unlawful activity; or
- us reasonably believing that we may fail to comply with a law, regulation, code, court order or other requirement imposed on us if we act or choose not to act; or
- abnormal or unforeseeable circumstances including but not limited to systems, network or equipment interruptions or failures, which are outside our (or our agents' and/or subcontractors') control and which we could not have avoided despite all efforts to the contrary; or
- a merchant or ATM retaining or not accepting your payment device or instructions (or the way in which it is conveyed to you).

If these overlap with your rights in clause 6 then that clause will apply.

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## Payments

Here we explain when and how payments can be made.

How we manage payments can depend on a variety of factors such as whether the payment is made within Australia, or whether it is in Australian dollars. There may also be additional rules applicable to your type of account or method of payment which can be found in Part C: Other Important Terms of this booklet or the specific product booklet.

### 9. MAKING PAYMENTS ON BUSINESS DAYS

We will usually process payments on business days.

Some branches are open on a Saturday and can accept payments, but these will be reflected in your account on the next business day. Payments between HSBC Australia accounts you make using online banking quoting your BSB and account number are processed 24/7.

#### **Business day**

Business days are usually Monday to Friday excluding:

- public holidays in New South Wales; and
- if you are making a foreign currency payment, public holidays of the US and the foreign currency country.

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### 10. ADJUSTING PAYMENTS TO YOUR ACCOUNT

We may adjust payments to or from your account and the account balance for example where we discover an error, a cheque is dishonoured, or a payment is reversed. This may result in changes to your account e.g. to the interest payable. We will usually notify you afterwards.

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## 11. PAYMENTS INTO YOUR ACCOUNT (OTHER THAN BY CHEQUE)

Payments can be paid into your account in different ways and will be available to you at different times.

Payment using:	When you can use the money:
<b>Cash</b>	
At our self-service ATMs that accept deposits	Immediately
Over the counter at our branches (AUD, USD and HKD only)	Immediately (except on weekends where money will be credited the next business day)
At other banks (or Bank@Post) if they allow you to do so – they may charge you a fee	Immediately after we receive your money from the other bank
<b>Electronic payments</b>	
All payments in Australian dollars (not including Fast Payments)	By the end of the business day the payment is received
Fast Payments in Australian dollars	Payments may be received within a few seconds of the sender making it, 24/7. This will depend on the other bank, and whether the payments platform that allows this is running at the time.
All payments not in Australian dollars	<p><b>For Everyday Global Account and Foreign Currency Bonus Savings Account</b></p> <p>Within 48 hours of us receiving your money from the other bank.</p> <p>Transactions can be settled in the same foreign currency.</p>

Payment using:	When you can use the money:
	<p>For foreign currency payments, money will be automatically converted into Australian dollars using the prevailing HSBC Real Time Exchange Rate that applies to the relevant currency pair at the time of processing, if any of the following applies:</p> <ul style="list-style-type: none"><li>• You don't have a foreign currency account; or</li><li>• The currency is not supported by Everyday Global Account or the Foreign Currency Bonus Savings Account; or</li><li>• You have nominated an Australian dollar (AUD) account to receive the payment.</li></ul>

If you receive a payment in a different currency, we will convert it using the prevailing HSBC Real Time Exchange Rate that applies to the relevant currency pair at the time we process the payment. If the payment is to repay money you owe us, there is a risk that the currency conversion may result in a shortfall. We are not responsible for any exchange rate losses and you will still need to repay us the remaining amount.

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## 12. MAKING PAYMENTS BY DIRECT DEBIT

### Making payments by direct debit

You can set up a direct debit to make regular payments and fee payments required under a loan with us. You should check with your financial institution if direct debit is available from your nominated account before submitting a direct debit request.

We will arrange for the money to be debited from a nominated account into your HSBC account as authorised in your direct debit request. You must ensure you provide us with correct debit account details. You must also ensure you have sufficient money in your account on the direct debit date for it to be made. If you don't, the direct debit will be rejected, you may incur fees (to cover our reasonable costs incurred, and your bank may also charge you) and you must arrange for your account to have sufficient money within the next 7 days or

make the payment using another method. This may also impact your agreement relating to the payment. We will provide you with 14 days' written notice if we make changes to your direct debit request with us.

You may also authorise other merchants to direct debit your HSBC account to collect payment. You can also ask us to give you a list of the direct debits and recurring payments that you've made for up to 13 months.

### **Direct debit errors**

You should contact us as soon as possible if you believe there is an error in debiting your account. We will investigate this. If we find there was an error, we will contact your other bank and ask them to adjust your account (including any interest and charges) and let you know the outcome. If the error is due to incorrect details you provided us, and we have debited an account that doesn't belong to you, we may charge you a fee to cover our reasonable costs incurred in fixing this and will return the money to the relevant account.

### **Cancelling a direct debit**

See clause 19 of this booklet for how to cancel a direct debit.

### **Your responsibility to update your direct debit**

If you give someone else a direct debit authorisation, and you change your card or account details, it is your responsibility to update your direct debit request. If you do not, your payments may fail, and you may incur late payment fees.

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## **13. PAYMENTS INTO YOUR ACCOUNT BY CHEQUE**

### **Depositing an Australian dollar cheque into your account**

<b>If deposited at our branches:</b>	<b>Number of business days:</b>
You'll start earning interest	On the day the cheque has been deposited
You'll be able to use the money	Usually after 3 business days

We may not pay a cheque if there are reasonable grounds, such as:

- it's a forgery
- it's been materially altered
- it's been reported lost or stolen
- a court order preventing the drawer's account being used
- it's been stopped by the drawer
- the date on the cheque is a future date
- it was dated more than 15 months earlier
- it has been crossed 'Not Negotiable Account Payee Only' in favour of a person other than you
- there is another valid reason not to pay the cheque

If a cheque paid into your account is returned unpaid, we'll tell you and take the payment from your account. We may ask for payment again from the paying bank.

### **Paying foreign currency and foreign bank cheques into your account**

We cannot always process a foreign cheque (including a cheque in AUD where the paying bank is not in Australia). This may occur, for example, if exchange controls apply. You'll be responsible for the cost to us of processing or trying to process a foreign cheque. We'll take our charges, and any charges made by the foreign bank or an agent we use to collect the payment, from the account you told us to pay the cheque into.

To pay a foreign cheque into your account that has a different currency, we either need to negotiate it or collect it. Whether we negotiate the foreign cheque or collect it will depend upon our assessment of the risk involved in us negotiating the cheque. Fees will apply. Our fees and charges are contained in Part B of this booklet. The paying bank may also charge their fees and charges.

<b>Negotiating a foreign cheque</b>	<b>Collecting a foreign cheque</b>
<p>This means we'll assume that the cheque will clear. We'll convert the cheque into Australian dollars using the HSBC exchange rate at the time of receiving the cheque and pay that amount into your account on within 3-4 business days after we receive the cheque.</p>	<p>This means we'll send the cheque to the paying bank and only apply the payment to your account when we receive the payment from the paying bank. Before we apply it, we'll convert the amount into Australian dollars using our HSBC exchange rate after the paying bank pays us.</p> <p>The time this takes will vary depending on the paying bank or its country, and could take between 6 – 8 weeks before the money is deposited into your account. You can ask us for details. We may use an agent to collect payment.</p>

In both cases, if the foreign bank returns the cheque or asks for the money to be returned, we'll take enough money from your account to cover the payment in the foreign currency. This is unlikely to be the same as the amount we paid into your account if exchange rates have changed. We'll do this even if you have already spent the money.

### **Other cheque information**

We will only pay the person named on the cheque if you cross the cheque with two parallel lines with the words 'not negotiable' or 'account payee only', or you delete the words 'or bearer' which is pre-printed on the cheque. This provides extra security if your cheque is lost or stolen.

<b>Crossing a cheque with parallel lines</b>	<p>By crossing the cheque with two parallel lines, you're telling us not to pay the cheque over the counter. This means that we can only pay the amount of the cheque into an account. This is known as 'crossing' and is usually drawn vertically or in a right elevation across the cheque, or in a right elevation in the top left corner of the cheque.</p>
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<b>Not Negotiable</b>	<p>Writing 'Not Negotiable' between two parallel lines that have crossed the cheque means that if the cheque is transferred to a person, who is not the payee named on the cheque, the unnamed holder has no greater rights to the cheque amount than the person named on the cheque. This feature helps protect the true owner of the cheque if it is lost or stolen.</p> <p>For example, where a cheque has been stolen, the person who had the cheque stolen from them and is named on the cheque may recover the amount of the cheque from the unnamed person who received payment, even if the person who ultimately receives the payment had no part in the theft.</p>
<b>Not Negotiable Account Payee Only</b>	<p>By writing 'Not Negotiable Account Payee Only' between two parallel lines that have crossed the cheque, you're telling us that we can only pay the cheque into the account of the named payee.</p>
<b>Or bearer</b>	<p>Our cheques are printed 'or bearer'. This means that the cheque is payable to the person presenting the cheque, unless we suspect it has been stolen. By drawing a line through the words 'or bearer', you're telling us only to pay the payee named on the cheque or to the person who has had the cheque endorsed to them.</p>

You will not receive a receipt from us where you deposit cheques in our branch express boxes or when you post a cheque to us.

You can request us to stop a cheque by calling us or visiting one of our branches and providing us the details of the cheque. We will need the cheque number, payee name, date and amount of the cheque. A fee will apply.

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## 14. PAYMENTS INTO YOUR ACCOUNT BY MISTAKE OR FRAUD

If we make a payment into your account by mistake or as a result of an HSBC system error, we'll take the amount out of your account.

If we're told that a payment (other than a mistaken internet payment) from within Australia was made into your account by someone else's mistake (for example if the payer gave the wrong account number and their bank has contacted us), but, when we contact you, you tell us the payment was intended for you, we're legally required to share all relevant information including your name and address and transaction information with the bank the payment came from if they ask us so that the payer may contact you.

In all other cases, the steps we'll take to investigate will depend on how the payment was made and where it came from.

### Mistaken Internet Payments into your account

If reported to us less than 10 days after the payment is received	If reported to us between 10 days and 7 months	If reported to us after 7 months
<p>When we are contacted by another bank, we will investigate.</p> <p>If we agree a mistaken internet payment has been made, we will return the money from your account within 5 to 10 business days. If you have insufficient money in the account, we may return the amount in instalments.</p> <p>If we don't agree it's a mistaken internet payment, we will ask for your permission to return the mistaken amount.</p>	<p>We will investigate within 10 business days of being notified by another bank.</p> <p>If we agree a mistaken internet payment has been made:</p> <ul style="list-style-type: none"> <li>• We will let you know and place a block on your account for that amount (you won't be able to withdraw this amount) for 10 business days;</li> <li>• You have a right to object or prove you are entitled to the money within 10 business days of your account block.</li> </ul>	<p>We will investigate within 10 business days of being notified by another bank.</p> <p>If we agree a mistaken internet payment has been made, we will return the amount to the sender, once we have your permission. If you do not have sufficient money in the account, we may return the amount in instalments.</p> <p>If we don't agree it's a mistaken internet payment, we may ask for your permission to return the mistaken amount.</p>



If reported to us less than 10 days after the payment is received	If reported to us between 10 days and 7 months	If reported to us after 7 months
	<ul style="list-style-type: none"> <li>• If you are unsuccessful, we will return the amount to the sender.</li> </ul> <p>If you do not have sufficient money in the account, we may return the amount in instalments.</p> <p>If we don't agree it's a mistaken internet payment, we will ask for your permission to return the mistaken amount.</p>	
<p><b>If you receive benefits from Centrelink, we'll always follow the Code of Operation for Centrelink Direct Credit Payments to ensure you will still have enough money to meet essential living expenses before we return a mistaken payment amount.</b></p>		

## **15. WHEN WE CAN REFUSE TO ACCEPT PAYMENTS INTO YOUR ACCOUNT**

We can refuse to accept a payment into your account if it's reasonable for us to do so for any reason, for example if we believe:

- that accepting it might cause us to breach a law, regulation, code, court order, obligation imposed on us (including by third parties) or any related internal policy or procedure or, might expose us to action from any government, regulator, or law enforcement agency; or
- that accepting it might have a significant impact on our reputation or is not in line with acceptable levels of risk to our business; or
- that there is fraudulent or criminal activity on the account or in connection with the payment; or
- there are reasonable administrative reasons that apply.

We'll usually let you know why immediately after, unless we believe the law or regulation prevents us from doing so, or for fraud prevention or security reasons.

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## **16. BLOCKING PAYMENTS, PAYMENT DEVICES, SERVICES AND ACCOUNTS**

We can block or suspend a transaction, your use of any payment device (and your access to related services such as phone, online or mobile banking), keep hold of your payment device, freeze your account or place temporary transaction limits on your account if we reasonably believe it's necessary because of:

- a significantly increased risk that you may be unable to pay any money you owe us on the relevant account, or may no longer meet the minimum balance required for your account; or
- a significant increase of risk to our business which exceeds our internal policies. We consider these risks to include those which are legal, regulatory, compliance or reputational in nature; or
- suspected fraudulent or criminal activity of any kind whether or not linked to your account or relationship with us (including financial crime like money laundering, sanctions breaches or tax evasion); or

- we need to comply with or, we suspect it may cause us to breach a law, regulation, code, court order, our internal policies or procedures, other obligations imposed on us (including by third parties) or, might expose us to action from any government, regulator or law enforcement agency; or
- security concerns (for example, if we know or suspect that your payment device and/or security details have been misused); or
- behaviour by you that was illegal, offensive, threatening, intimidating, abusive or caused harm to another person; or
- in the case of digital wallets, we are told to by the digital wallet provider or if our arrangements with them are suspended or terminated; or
- reasonable regulatory or administrative reasons; or
- your account is in the process of being closed.

If we do this, we'll usually let you know why reasonably soon afterwards, unless we believe the law, or any regulation prevents us from doing so or we believe doing so would compromise reasonable fraud prevention or security measures, or cause harm to someone else.

Any scheduled payments during any block or after closure will not be made and we are not responsible for any losses this may cause. We'll unblock the transaction, payment device or service as soon as we believe the reason for it ends (we may ask you for more information to help us assess if this is the case) and if it doesn't, we may reject your payment, keep and close your payment device and refuse to issue replacements, close access to related services and close your account.

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## **17. HOW WE DECIDE WHETHER TO MAKE A PAYMENT FROM YOUR ACCOUNT**

We'll make a payment from your account if you ask us to unless:

- you don't have enough money in your account (including any overdraft we've agreed); or
- you haven't given us the account or reference details, or we know the details you've given us are incorrect; or

- you've asked us to make the payment in a particular way and the recipient's bank doesn't accept them; or
- you've not provided any extra identification or information about the payment that we've reasonably asked for; or
- the payment exceeds a limit that we tell you when you make the payment; or
- there has been, or we suspect, a breach of security or misuse of your account, security details or a payment device; or
- there has been, or we suspect, fraudulent or criminal activity of any kind whether or not linked to your account or your relationship with us and it's reasonable for us not to make a payment as a result; or
- we reasonably believe that doing so would cause us to breach a law, regulation, code, court order or other duty, requirement, or obligation imposed on us (including by third parties), or any related internal policy or procedure or expose us to action, reputational harm or censure from any government, regulator or law enforcement agency; or
- we reasonably believe that accepting it would not comply with acceptable risks to our business. We consider these risks to include those which are legal, regulatory, compliance or reputational in nature; or
- we reasonably believe it would cause offence or harm to someone else; or
- we reasonably believe that, there are legitimate business or administrative reasons that may prevent us from being able to make the payment in the requested way, or at the requested time.

The words 'we', 'our' and 'us' for these purposes in this clause includes any HSBC Group Company worldwide.

When working out whether you have enough money in your account to make a payment we include all payments that we know are due to be made out of the account that day.

If you don't have enough money at the start of the day to make a payment, and you've set up a future payment or a cheque payment is due, we'll check again later that day to see if we can make it (unless you're trying to make the payment on a non-business day).

If when we check again, we're able to make some, but not all, of the payments you're trying to make that day, we'll pay cheques first and then direct debits and standing orders and, if there's more than one, we'll start with the smallest payment. Any payments that we can't make will be returned unpaid. There may be fees we charge for any returned payments.

You'll know we've refused to make a payment if:

- you're making it via online banking or using mobile banking or phone banking; or
- you're using a payment device (such as a card),

because the payment won't be accepted. Where we refuse a payment, we'll make information available about why and what you need to do to correct any errors that made us refuse it through online, mobile and phone banking. We'll let you know this information unless we believe the law, or any regulation prevents us from doing so or for fraud prevention or security reasons or we think it will cause harm to someone else.

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## 18. PAYMENTS FROM YOUR ACCOUNT

### Cash withdrawals

You can withdraw cash at our HSBC branches or by using an ATM.

<b>If you're withdrawing cash in branch:</b>	<b>If you're withdrawing cash at an ATM:</b>
<ul style="list-style-type: none"><li>✓ Only AUD, USD or HKD can be withdrawn and you may be charged a fee. Our fees and charges are contained in Part B of this booklet.</li><li>✓ A number of our branches offer withdrawals of USD and HKD and withdrawals in minimum multiples of 10 dollar notes in these currencies apply. To find out please call us on 1300 308 008 or use our branch locator at <a href="https://www.hsbc.com.au/locations">hsbc.com.au/locations</a></li><li>✓ Please give the branch 24 hours' notice for USD or HKD withdrawals, and we'll do our best to make this available, however it's subject to branch availability.</li></ul>	<ul style="list-style-type: none"><li>✓ There's a daily limit on the amount. Please refer to the daily limits table later in this clause.</li></ul>

## Payments (other than by card or cheque)

To make a payment from your account you'll need to give us details of the account you want to make the payment to and any other details we ask for, including payment references.

This is usually the BSB number and account number (or the equivalent information for payments outside Australia) or (where available) a number that is linked to these, such as a mobile number or Australian Business Number (ABN).

It's your responsibility to check that the details are correct before asking us to make a payment. We'll make the payment using only these details, but we'll also ask you for the name of the person on the account.

Other banks and retailers may set their own restrictions and limits on transactions and separate limits apply if you are making a transfer using our Global Transfers service. We'll process your payments in the order we receive your instructions.

### **Cut-off time**

This is the latest time on any given day that we can process instructions or add payments to an account. Cut-off times may vary depending on the currency of your payment, whether your payment is an internal transfer, to another local bank or overseas. You can ask us for the relevant cut-off time when you give us a payment instruction or by visiting our website.

We can't control how a payee bank processes a payment so can't guarantee the exact date a payment will be received. Payments overseas take longer and can typically take up to 7 business days.

Note: if we don't receive a payment request before the cut-off time on a business day, we'll treat your request as received on the next business day. If you're making a foreign currency payment, the actual exchange rate we use when we process the payment may therefore be different due to exchange rate fluctuations.

<b>If you ask us to make a payment on a future date then:</b>	<b>If you ask us to make regular payments on future dates then:</b>
We'll make the payment on that date, unless it's a non-business day, in which case we'll make the payment on the next business day.	We'll make the payment on those dates, unless any of them are a non-business day, in which case the payments will resume on the next business day.
<p>If you want to make a regular payment (such as a periodical payment) you must set it up with us at least 3 business days in advance. If you've set this up to be a specific number of regular payments, we don't monitor these so we can't tell you when they've finished, so you should check your statement regularly.</p> <p>If you have set up a regular payment in a currency other than Australian dollars (AUD), we'll apply the HSBC Daily Exchange Rate that applies at the time we process the payment.</p>	

If you want to make a payment in a currency other than Australian dollars you can ask us to convert the amount to be paid into that currency and we'll tell you the HSBC exchange rate that we'll use. If you're making this currency payment from online banking after our currency cut-off time, we won't tell you the HSBC exchange rate that we will use, and your payment will be processed the next business day and the HSBC Daily Exchange Rate at the time of our processing will apply. We won't change the rate if the payment goes ahead immediately. If the payment isn't made immediately, we'll apply the HSBC exchange rate that applies at the time we process the payment. If you make a payment to someone overseas, they'll usually get it within 10 business days, but may take longer.

Where you make the same payment more than once within any 3 minute blocks using our Global Transfers service, we will assume that you have made a mistake, and will only process the first payment request.

You can also set up a periodical payment to make regular payments. If you have insufficient money in your account on 3 consecutive payment dates, we will cancel the periodical payment. You may also be charged a dishonour fee. You can also cancel a periodical payment through online banking or by visiting our branch at least 3 business days before the next payment date.

We have no control over when the person you're paying processes a transaction, and whether it's in Australian dollars or a foreign currency. You should check this with them. If they process payment in a foreign currency then you may have to pay more, or less, depending upon the exchange rate at the time they process the transaction.

## Payments by cheque in Australian dollars

To make a payment by cheque you need to write the name of the payee, the amount of the payment (in numbers and words) and the date that you are signing it. We will reject a cheque if it has not been completed correctly.

## Payments by card (including digital wallet)

Visa Debit cards	
<b>Using your Visa Debit card</b>	<p>Use your card for:</p> <ul style="list-style-type: none"><li>✓ cash withdrawals</li><li>✓ purchases</li><li>✓ balance enquiries</li><li>✓ deposits and withdrawals at our branches or at Australia Post using Bank@Post.</li></ul> <p>You can also use your card by tapping it at an EFTPOS terminal. You may have to enter your PIN if the purchase is above a certain amount.</p> <p>If you're the only account holder, you can only have one card linked to your account (including any overdraft facility). Joint account holders can have up to two linked cards.</p> <p>You can access up to two HSBC transactional accounts linked with your card (or one if you have an Everyday Global Account.) You must not use your card to purchase anything illegal.</p>
<b>Digital wallets</b>	<p>You can add your card onto a digital wallet (such as Apple Pay or Google Pay™) and use it pay for goods and services. Once a card is added to a digital wallet, the cardholder can authorise transactions on the card account. This is done by using the digital wallet in place of the HSBC card. Some contactless payment terminals may require you to enter your card PIN and where the payment terminal does not recognise authorisation by means of biometric data or the mobile pass code.</p> <p>If a card is used through a digital wallet, the same terms apply as if the card was used as a card without the digital wallet.</p> <p>We do not provide services related to the digital wallet, these are done so by other providers (such as Apple and Google).</p>



<b>Visa Debit cards</b>			
<b>Digital wallets</b>	Our obligation to you in relation to a digital wallet is limited to securely providing information to other providers (such as Apple or Google) in order to allow you to use your card through a digital wallet on a mobile device. You should always read the terms and privacy policy of a digital wallet provider, and make sure they are credible.		
<b>Visa Debit card Limits</b>	The below daily limits apply to your card each day between 12am to 12am, AEST / AEDT.		
		<b>Daily ATM/EFTPOS Withdrawal Limit</b>	<b>Daily Visa Transaction Limit</b>
	<b>Standard daily limit</b>	\$2,000	\$10,000
	<b>Maximum daily limit</b> <b>You can request to change your daily limit by contacting us</b>	\$5,000	\$20,000
	Merchants and other banks may set their own daily limits and restrictions on card use including transaction limits. We are not responsible for goods or services obtained by using a Visa Debit card unless we are responsible under the law.		
<b>Cancelling your Visa Debit card</b>	You can cancel your card by giving us notice and confirming that you have destroyed your card. You can find more information on Visa Debit cards at <a href="https://www.hsbc.com.au/debit">hsbc.com.au/debit</a> We will tell you if we cancel your card for any reason, and if appropriate, the reason.		

**Visa Debit cards**

**If you use your Visa Debit card:**

**To make a purchase**

We'll place a hold on this money and it won't be available for you to use (as this money is on hold and will be taken from your available balance), until the **Pending Transaction** is cleared for payment.

**To make a payment by giving the person your card number and expiry date**

That person is entitled to ask us to pay them from your account, we have to pay them and the left column will apply.

**To withdraw cash**

We'll take this money if it's available in your account.

**Pending Transaction**

Pending Transaction occurs when a payment has been authorised but is still waiting for merchant confirmation. This amount is then deducted from your available balance, not your account balance. The transaction will show as pending on your account until the payment process is complete. Pending transactions generally take up to 3 -10 business days to process.

If you let a merchant use your card for pre-authorised payments (such as a security deposit for a hotel booking or car hire), the money will be deducted from your available balance and the merchant can hold this money for up to 31 days.

**International transactions, AUD transactions or cash withdrawals in foreign currency**

**Everyday Global Accounts**

International transactions and withdrawals in foreign currency using the Visa Debit card will be made in the relevant foreign currency.

Where a currency is not one of the listed currencies available on the Everyday Global Account or is a restricted currency (such as Chinese Renminbi (CNY), Indonesian Rupiah (IDR), Thai Baht (THB)), the money will be deducted from the AUD account and will be automatically converted into the local currency at the Visa exchange rate.

## Visa Debit cards

### International transactions, AUD transactions or cash withdrawals in foreign currency

If you use your Visa Debit card to make payments in a particular foreign currency and you don't have enough money in your foreign currency sub-account, we'll deduct the full amount of the transaction from your AUD account, applying the HSBC Daily Exchange Rate. See clause 21 of this booklet for the HSBC Daily Exchange Rate. If you don't have enough money in your AUD account, we won't authorise the payment.

Some merchants may request authorisation or settlement for a transaction in a currency which may be different to the purchase currency resulting in your account becoming overdrawn. If you have sufficient money in your Everyday Global Account, we may transfer money from an applicable sub-account to bring your account into positive balance.

#### ***Paying in AUD at overseas merchants***

When using your card at overseas merchants, some merchants and ATM providers may offer to give you the choice of processing your transaction in AUD rather than local currency. This process is called Dynamic Currency Conversion (DCC). Paying for the transaction in AUD could be more expensive and the exchange rate may not be as competitive as the HSBC exchange rate.

#### ***How to avoid DCC if you wish***

Choose to pay in the local currency when offered different currency options at ATM's or payment terminals overseas.

## Visa Debit cards

### International transactions, AUD transactions or cash withdrawals in foreign currency

Some online merchants may also use DCC to process transactions.

#### ***What to do if DCC is used without your permission***

Contact us with the transaction details to lodge a dispute. See clause 60 of this booklet for more information.

For more information, please see clause 21 of this booklet. We also apply charges to these transactions and also charge you if you use your card overseas (including purchases in Australia that are processed by the card provider or billed by the merchant overseas).

You can find our fees and charges in the relevant product terms.

If you make international payments, for example from an online merchant showing the price in Australian dollars, your purchase will generally be converted into Australian dollars by Visa at the Visa exchange rate, and Visa currency conversion fees may apply. We may also charge an international transaction fee. Please:

- check with the online merchants before you agree to buy online; and
- don't assume that because they show an Australian dollar price, they are located in Australia; and
- use tools such as the Visa calculator to estimate the total cost of your online purchase:

[www.visa.com.au/travel-with-visa/exchange-rate-calculator.html](http://www.visa.com.au/travel-with-visa/exchange-rate-calculator.html)

**Visa Debit cards**

**What we can do with your card**

Your card is our property. We can do any of the following, if the regulations permit:

- replace your card with another type of card we offer after reviewing your personal circumstances or your relationship with us changes; and
- give you a new type of card; and
- change the card scheme; and
- keep hold of your card.

We'll tell you about the features of the card when we send you the replacement. We will also replace your card when it is due to expire if your account is active. See clause 48 of this booklet for more information.

**Payments by Phone**

Daily limits apply to transfers made through phone banking. These limits apply per account, and not per account holder if you have a joint account.

Payment by Phone	Daily Withdrawal Limit
<p><b>Transfers between HSBC Australia Accounts:</b></p> <ul style="list-style-type: none"> <li>• in your name only</li> <li>• to other HSBC Australia accounts</li> </ul>	<p style="text-align: center;">\$500,000</p> <p style="text-align: center;">\$3,000</p> <p style="text-align: center;">(for all transfers you set up to be automatically paid on a future date)</p>
<p><b>BPAY®</b></p>	<p style="text-align: center;">\$20,000</p>

We sometimes use third parties to help us carry out a phone banking transfer on your behalf. For example, you may instruct us over phone banking to make a payment to a BPAY® account. These third parties may charge additional fees and charges on top of our fees and charges. The bank or financial institution you are making a transfer to may also charge fees and charges, such as intermediary/ correspondent bank charges when you send an International Transfer.

If you transfer money to a person outside Australia, they must pay any fee for receiving the money, unless you tell us in advance that you want to pay the fee, or you want the fee to be paid out of the transferred money.

A list of estimate charges by these intermediary/correspondent banks is available for your reference from our website at: [hsbc.com.au/content/dam/hsbc/au/docs/foreign-exchange/international-transfers/correspondent-bank-fees-flyer.pdf](https://www.hsbc.com.au/content/dam/hsbc/au/docs/foreign-exchange/international-transfers/correspondent-bank-fees-flyer.pdf)

You can find the fees that apply to phone banking in Part B of this booklet. If you make multiple payments, the order in which we will process the payments is described in clause 18 of this booklet under the heading 'Payments (other than by card or cheque)'.

### **Payments by Direct Debit or Direct Credit**

When you establish a direct debit or direct credit agreement, we will arrange for the money to be:

- debited from your transaction or savings account or any other account that allows for direct debits from that account, as authorised in your direct debit request; or
- credited to your credit card account as authorised in your direct credit request.

You will need to ensure that you have sufficient money to cover a payment, especially where you have authorised a variable amount.

### **Payments by BPAY®**

To make a BPAY® payment, you must give us the information we need such as the account from which the payment is to be made and the amount to be paid and the biller code.

A BPAY® payment will normally be received on the date you ask us to make it if it's a business day (otherwise on the next business day). For same day payments you must ask us before the cut-off time of 6pm, Sydney, Australia time.

There may be a delay if:

- it's a non-business day the day after we're asked to make a BPAY® payment; or
- the person you're paying (or another participating financial institution) fails to comply with its obligations under the BPAY® scheme.

Once we've accepted a request to make a BPAY® Payment, you can't stop it. If you've paid more than you intended, then you should contact the biller to obtain a refund.

We'll contact you if a biller tells us they can't process a BPAY® Payment and credit the relevant account with the payment amount.

## 19. CANCELLING OR CHANGING PAYMENTS (OTHER THAN CHEQUES)

You cannot change or cancel a payment that you have asked us to make immediately. You can ask us to stop other payments as follows:

Payment	How to stop	
<p><b>Regular payments</b></p>	<p><b>Regular payments by card (direct credits)</b></p> <p>You can stop these by contacting who you're paying (such as the merchant) and tell them that you want to stop these or change these, as we're unable to do this for you. You should do this at least 15 business days before the next payment. We'll continue making these regular payments until they're cancelled by the person you're paying.</p> <p>You should keep evidence of your notice in case you need to dispute future transactions.</p>	<p><b>Other regular payments (direct debits)</b></p> <p>Contact us at least 3 business days before the next payment is due to be made and give us the payment details. This may impact the agreement relating to that payment. See clause 12 of this booklet for information about making these types of regular payments.</p>
<p><b>Transactions through phone banking or online banking service (including BPAY<sup>®</sup>), ATM or EFTPOS</b></p>	<p>This type of payment instruction usually can't be stopped once you've given us your instruction, unless it's to an HSBC account. In that case, contact the staff-assisted phone banking service.</p> <p>It may be possible to stop future online banking payment instructions from your future payments list. If the payment does not appear on your future payments list, the payment is being, or has been processed, and we won't be able to stop it.</p>	

If you cancel a regular card payment but payments are still collected (e.g. by the merchant), when you provide us with evidence of your cancellation, we'll treat the payment as unauthorised and dispute the transaction on your behalf. You'll need to give us information we reasonably request so we can do this.

If you cancel a direct debit, you should also tell the person you're paying so that they can cancel or change it (and any future payments) as well.

## 20. REFUNDS AND RETURNED PAYMENTS

### **When can you request a refund for a disputed transaction?**

If you use a card (including via a digital wallet) to make a payment, and you have been charged more than what you agreed to pay or didn't authorise the payment, you should try to resolve the dispute with the merchant. If you're unsuccessful, you can ask us to make a 'chargeback' request to the merchant's bank for you under the relevant card scheme rules where you've made the purchase using the credit function of the card/'CR' button.

Usually, you must raise the chargeback request within 120 days of the charge, unless the ePayments Code applies to the transaction and specifies a different limit.

We'll investigate your claim and may ask you to provide information which we reasonably need to do raise a chargeback request. If you notify us in time, and we are satisfied that you are entitled to raise a chargeback, we will credit your account for the amount initially debited for the transaction. However, the merchant also has rights to have the transaction further investigated and re-debited if they provide adequate evidence. Not all chargeback requests are successful. We'll either refund the payment or inform you of our reasons for refusing the refund. We can't always claim a chargeback e.g. if your complaint relates to a special promotion.

You can dispute other types of transactions using the process in clauses 60 and 61 of this booklet.

### **How much will we refund, and can we reverse a refund?**

If we give a refund for any reason, we'll return your account to the position it would have been in if the payment had not taken place by refunding the payment and any interest we charged on it (or by paying any interest we would have paid on it). If we provide a refund but later investigation finds you were not entitled to it, we'll return your account to the position it would have been in if we had not made the refund.

### **Returned payments**

Other banks may charge fees when payments are returned to us, the amount we pay back to your account may be less than the original amount you sent.

If a payment you have asked us to make (by converting to a foreign currency first) is returned to us or we're unable to make it for any reason, we'll reverse the



payment using the HSBC Real Time Exchange Rate at that time. If the HSBC Real Time Exchange Rate has changed, the amount we pay back when we reverse the payment will be more or less than the amount we originally took from your account.

## Foreign Currencies

### 21. FOREIGN CURRENCIES

You can buy and sell foreign currencies with us or using our products in a number of ways. Depending upon how you buy or sell foreign currencies, the HSBC exchange rate will comprise any of the following:

If you do the following:	The HSBC exchange rate you will get is:
Transact in branch	The HSBC Real Time Exchange Rate <sup>1</sup> .
Use our online banking service	The HSBC Real Time Exchange Rate <sup>1</sup> .
Use our Markets Desk	The HSBC Real Time Exchange Rate <sup>1</sup> .
Use your Visa Debit card linked to an Everyday Global Account	<p>The HSBC Daily Exchange Rate, if there is an insufficient balance of the foreign currency in your account.</p> <p>The Visa exchange rate, if the currency is not a currency we offer on the Everyday Global Account (such as THB), or the currency is a restricted currency (such as CNY). We'll deduct the amount from the AUD control account.</p>
Use your Visa Debit card linked to other accounts	The Visa exchange rate.
Use your Visa credit card	The Visa exchange rate.
Use your Mastercard credit card	The amount will be first converted into US Dollars, and then to AUD using the Mastercard exchange rate.
Make a transaction that's rejected (e.g. an International Transfer)	The HSBC Real Time Exchange Rate that applies when we process the payment back to your account.

<b>If you do the following:</b>	<b>The HSBC exchange rate you will get is:</b>
<p>Receive a foreign currency electronic payment and don't have an account in that foreign currency or payment is to credit into an AUD account.</p> <p>Where you instruct us to make a payment at a future date or where you pay a third party after currency cut-off times</p>	<p>The HSBC Real Time Exchange Rate that applies when we process the payment into your account.</p> <p>The HSBC Daily Exchange Rate at the time we process the payment.</p>
<p>Deposit a foreign currency cheque/draft into an account of a different currency</p>	<p>The HSBC Daily Exchange Rate, if the foreign currency cheque/draft amount is equivalent to AUD50,000 or less.</p> <p>The HSBC Real Time Exchange Rate, if the foreign currency cheque/draft is equivalent to more than AUD50,000.</p>
<p>Deposit Australian dollar cheques into a foreign currency account</p>	<p>The HSBC Daily Exchange Rate at the time when the money is available to be credited to your account. If your cheque is dishonoured, we'll calculate the amount using the current HSBC Daily Exchange Rate or the HSBC Daily Exchange Rate that was applied at the time your account was credited, whichever is lower. Clause 54 of this booklet contains further information about this.</p>
<p>Set up a periodical payment that involves a foreign currency conversion</p>	<p>The HSBC Daily Exchange Rate at the time we process the payment on the periodical payment date.</p>

<sup>1</sup> The HSBC Real Time Exchange Rate won't apply and the HSBC Daily Exchange Rate will apply when we process the payment if: (a) you instruct us to make a transaction at a future date; or (b) if you're paying another person and it's not a business day or if it's a weekend or public holiday in the US or country of the currency; or (c) if you're paying another person on a business day after the currency cut-off time.

Currency cut-off times apply to international payments and may be different depending on the currency you are making the transfer in or the destination of the payment.

If we receive your request after the relevant cut-off time, we will process your request the next business day. The applicable exchange rate may have changed during this time and there is always a risk that the exchange rate will not be as favourable as when you first requested the transfer. We will not process foreign currency transactions on NSW, US or foreign currency country public holidays.

The exchange rate that will apply will depend on the currency being transferred. This exchange rate can be obtained by calling us on 1300 308 008 or visiting our website.

We will state any charges or fees for foreign currency transfers in AUD and may convert this into a foreign currency using the HSBC Daily Exchange Rate before it is debited from your account.

### **HSBC Daily Exchange Rate**

The HSBC Daily Exchange Rate is set and refreshed every 30 minutes daily from 7:00 AM to 7:00 PM AEST/AEDT (excluding weekends and NSW public holidays).

It can therefore differ from the HSBC Real Time Exchange Rate. It applies to currencies not covered by HSBC Real Time Exchange Rates, or in instances when HSBC Real Time Exchange Rates cannot be applied.

### **HSBC Real Time Exchange Rate**

The HSBC Real Time Exchange Rate consists of the buy or sell market rate plus HSBC's margin.

HSBC Real Time Exchange Rates only apply to currencies we offer, and will vary depending on how you transact.

Please check our website at [hsbc.com.au](https://www.hsbc.com.au) for more details, and for the list of currencies supported by HSBC Real Time Exchange Rates.

## Overdrafts, Charges and Interest

### 22. OVERDRAFTS

We may agree to give you an overdraft on an account if we think you can afford it. Overdrafts are only available for short term borrowing.

An overdraft is explained below and is repayable 'on demand'. This means that we can ask for immediate repayment even if you have or haven't breached this agreement, and you must pay us the full amount of what we've demanded and within the time we've demanded.

#### **Arranged overdrafts**

This is where you ask us for an overdraft before making any transactions that takes your account overdrawn, or over your current arranged overdraft limit. We'll confirm your overdraft limit in writing. There's no fixed period but we'll review it each year.

#### **Unarranged overdrafts**

This is where we provide you with an overdraft to allow a transaction that would otherwise cause your account to be overdrawn. If your account balance goes below zero, we will treat this as your request for an overdraft. We do not have to agree to this request.

If your account becomes overdrawn and there is no arranged overdraft in place, or if the arranged overdraft is insufficient to cover the overdrawn amount, debit interest may be charged on your account.

Debit interest is calculated daily on the closing debit balance and debited from your account on a monthly basis. The rate used to calculate debit interest is known as the Base Lending Rate, and will apply on a daily basis while your account is overdrawn until the date on which the account is brought back to a zero or credit balance.

If you are in default on your overdraft, then we will give you a statement of account or alternative (for example, transaction history) if you ask for it.

## 23. FEES AND CHARGES

You'll find all our standard fees and charges, for example for certain types of accounts, for making payments and providing services in Part B: Fees and Charges of the booklet or on our website or by contacting us. Fees relating to specific products can be found in the relevant product terms. All fees and charges are shown in Australian dollars unless otherwise stated and include Goods and Services Tax (GST), where applicable. You may be charged GST in addition to the fees or charges that you're required to pay where they're expressed to be GST exclusive.

We're also entitled to claim costs from you that we have reasonably incurred when defending our position in a dispute between you and third party where we're not at fault or done anything wrong. An example of this would be where we've been given a subpoena in a dispute you're having with someone else.

Any fees, charges or other amounts payable in a foreign currency will be converted to the relevant currency using the HSBC Daily Exchange Rate before they're taken from your account.

We will not refund any fees where a payment has been rejected and returned to you.

Please note that taxes or charges may apply to you that are not charged by us and/or won't be paid through us.

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## 24. INTEREST

For transaction and savings accounts, interest is calculated daily on the closing balance of your account, and for most accounts paid or collected monthly.

If you have a credit card or loan, your product terms will tell you how we calculate interest on those products. See relevant product terms for more details.

When you open your account, we'll tell you the interest rate that applies. This may be fixed or variable. Different rates may apply depending on the amount in your account and more than one rate may apply at the same time. We can change these rates and amounts in line with our requirements outlined under clause 45 of this booklet. Current rates are available by visiting us in branch, on our website, by logging on to the online banking service or by calling us.

For transaction and savings accounts, we will pay you interest up to the day prior to you closing your account.

Interest is paid or charged in the currency of the account.

If the interest rate falls below zero, then we may:

- charge you interest where normally we would have paid this into your account; or
- pay you interest where normally we would have collected this from you; or
- charge you a fee, where normally we would have paid interest in to your account.

**How we calculate interest for Transaction and Savings accounts on non-business days**

When you open an account on a non-business day, we will treat your account as though it has been opened on the next business day. This means that any balances deposited or payments received into the account on the non-business day will not earn interest (or reduce the amount of interest that you may owe us) until the next business day.

Generally, transactions that occur and payments made or received after business hours of the last business day of the week will be treated as though they have occurred on the first business day of the following week. For the purposes of calculating the interest earned (or interest payable to us), we will use your end of day balance on the last business day of the week as the end of day balance for each day until the first business day of the following week.

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## **25. STATEMENTS AND OTHER INFORMATION WE'LL GIVE YOU**

### **Statements**

We'll give you:

- statements at least every 6 months or more often if required by law or a code we're required to follow. You may request these monthly or quarterly; and
- a summary of any interest earned on your transaction or savings accounts every 12 months.

We may not give you a statement if there has been no activity on your account during the statement period. You can ask us for additional statements.

We'll send your statements:

- electronically by email or to your online banking service; or
- by post if you have not given us consent to send electronic statements; or
- for credit card or loan statements, in the method we describe in the relevant product booklet.

You can also check your past statements using the online banking service. The period we keep these statements accessible on the online banking service will vary between products, but at a minimum will be 6 years. You should keep all purchase invoices and verify that these match your bank. This includes checking the identity of the payment recipient, the amount, and the date. Sometimes, the date will not align because the payment was made to a merchant overseas with a different time zone, or the merchant took a few days to process your payment.

You must let us know as soon as possible using the contact details in this booklet if you think there are any unusual or incorrect transactions on your accounts. If you don't do so within 6 years of the transaction, you may lose your right to take court action to recover the money. We may need to carry out an investigation and ask you to provide supporting documentation.

### **Transaction receipts**

Following a transaction, we will take reasonable steps to offer you a transaction receipt containing the transaction amount, date, type, account, reference code; and if reasonable, the time and equipment used to make the transaction, and the merchant legal name and reference number. We are not required to give a transaction receipt if it is unreasonable or impractical for us to give you one, for direct debits, phone banking or where these details are clearly visible on a statement.

### **Phone banking receipts**

Following a phone banking transaction, we will take reasonable steps to offer you information about it, including the reference number, the transaction amount, transaction type, and the nature of the account being debited or credited.

### **Requesting other information**

You may request copies of other documents from us, such as of your agreement; any mortgage or security; statements of account; and notices we've given you before we exercise our rights up to 2 years after the end of your agreement.

We will provide these within 30 days of your request and may charge a reasonable fee to provide the statement, or for a paper copy of a statement unless you are unable to access electronic statements.

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## Third Parties

### **26. CAN SOMEONE ELSE OPERATE YOUR ACCOUNT FOR YOU?**

An attorney, depending on powers conferred on a Power of Attorney, has power to open and operate an account on behalf of a principal who would be the customer the account is held under. The attorney is able to accept documents such as pre-contractual disclosure documents on behalf of the customer.

You can allow another person to operate your account if they're over the age of 18. If you want to do this, you'll have to provide us with a valid power of attorney or appoint them as an authorised signatory. We may require you to complete our documents.

If you're not able to operate your account for any reason (such as mental incapacity), another person may be appointed to act for you, but we'll need to have the right legal document before we can allow that person to use your account.

You can also authorise another person to access and use the online banking service for your accounts.

This booklet will apply to any person allowed or appointed to use your account, but you'll be responsible for everything they do even if they make you break the agreement. You must give an authorised signatory a copy of this document (and any updates).

You must ensure that they are specifically authorised to operate your account in the way you intend. In some cases, we may have to make further checks before we are able to proceed. You must also immediately tell us if you cancel their authorisation by submitting a cancellation request form. You will remain responsible for all transactions made by the authorised signatory until 2 business days after we receive this form. We'll refuse to accept instructions under a power of attorney or other authorising document if we know, or reasonably believe, that a person's legal authority to act for you has ended.

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## 27. JOINT ACCOUNTS

If we allow the account to have more than one account holder, you can choose how to operate this:

- (a) each of you can operate and close the account on your own and we won't check with the other(s) before carrying out any instruction from one of you, including any request for an overdraft. If we agree to provide an overdraft, you'll each be responsible for repaying it; or
- (b) all account holders are required to operate and close the account together.

If you're a joint account holder you must select (a) if you want to use the online banking service, Visa Debit cards and phone banking. If you have a joint account and select (b), you'll only be able to make transactions and operate the account in our branches, or by writing cheques.

You can choose to change how you operate the account from (a) to (b) by telling us in writing, provided that the account does not belong to a company or trust. However, if you're asking us to discharge a mortgage, then we'll require all of you plus any guarantor to sign our discharge form.

In both cases, each of you are individually responsible for the account and we can recover or take action against any or all of you.

After one of you tells us there's a dispute, we'll need all of the account holders to operate the account together. If we've been given official evidence that one of you has died, ownership of the account reverts to the surviving account holder, subject to your agreement terms.

Where you have a transaction account, the surviving account holder can continue to use the joint account, however the words 'Estate of the Late' will need to appear before the name of the deceased account holder until the deceased's estate is finalised and any other sole accounts of the deceased held with us are closed. We may also need you to re-supply your tax file number if you wish to have the joint transaction account name changed into your name after these things take place.

## 28. TRUST ACCOUNTS

You must tell us if you open an account or borrow for a trust as a trustee. You must provide us with the trust's name, the legal document creating the trust, and confirm that you are the only trustee and can validly enter into the agreement with us. Your agreement terms will bind you personally and as a trustee in your duties to the trust.

If the circumstances of the trust or your position of being a trustee changes, you must inform us immediately. A trust may nominate authorised persons to access and use online and mobile banking services and may also set specific limits on the account. You must tell us immediately if any of this changes. We will also apply daily transaction limits applicable to your account type. Each trustee is individually responsible for the account and you accept that we can recover and taken action against any trustee or all of you in the capacity of a trustee or in your personal capacity.

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## 29. USING A THIRD-PARTY PROVIDER

### **Third-Party provider (TPP)**

A TPP is a third-party service provider that's authorised by or registered with the Australian Prudential Regulation Authority or otherwise permitted by law to access information and make payments on online banking payment accounts operated by other providers (such as banks, building societies and credit card issuers) and has your permission to do this.

If you choose to use a TPP, the terms of this agreement will still apply. We'll give the TPP access to account information and you'll be able to make the same payments through the TPP that you would be able to make if you were dealing with us on the internet.

Although you must not, generally, give your security details to anyone else, you may give them to a TPP if it's necessary to allow them to provide their services to you. We may refuse to allow a TPP to access your account if we're concerned that the TPP is acting on an unauthorised or fraudulent basis. We'll tell you if we do this (unless we believe doing so would compromise our reasonable fraud prevention or security measures or would otherwise be unlawful).

You must check from the information provided to you by the TPP that they are authorised. If you give your security details to an unauthorised third party, we'll assume it's you that is authorising us to give access to information about your accounts and you'll be responsible for any payments made as a result. If we're aware that an unauthorised third party is using your security details, we'll block access to your accounts to protect your account.

If you think a payment made through a TPP was unauthorised or incorrect you must call us as soon as you can.

If we use a TPP to help us provide services to you, these other TPPs may also impose account/channel limits, which we will inform you of.

If a TPP can't be used, we'll try and make your payment in another reasonable way, which will take longer. You should always allow sufficient time for payments from your account to be received by the person you're paying if they can't be made using a TPP.

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## **PART B: BANKING SERVICES FEES AND CHARGES**

### **30. IMPORTANT INFORMATION ABOUT OUR FEES AND CHARGES**

All fees and charges contained in this section are current as at the date on the front of this booklet. We regularly review our rates and so these may change over time.

All fees and charges shown are in Australian dollars (AUD) unless otherwise stated and include Goods and Services Tax (GST), where applicable. You may be charged GST in addition to the fees or charges that you're required to pay where they're expressed to be GST exclusive.

Our fees and charges are for the provision of our services. These may include the cost of what is charged to us by other financial institutions, banks and service providers who charge us for returning payments that you attempt to make from your account via the payment systems that they own.

We'll also provide information on fees and charges on request.

Other product specific fees and charges may apply, depending on the type of account or loan you have with us. Please refer to the relevant product terms.

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### **31. CHARGES WE CAN'T CONTROL**

The beneficiary of a remittance may be required to pay additional charges depending on the conditions set by the payment system, remitter, remitting bank, beneficiary bank or correspondent bank.

Overseas banks involved in the processing and clearance of International Transfers are referred to as intermediary or correspondent banks. These banks generally charge fees for processing and clearing an International Transfer and these fees vary between correspondent banks and countries/territories. Some receiving countries may involve more than one correspondent bank for clearance of funds.

#### **Receiving Bank fees**

Some receiving banks may also charge a fee for receiving your payment, and this charge is usually deducted from the payment amount before final payment to the beneficiary.

#### **Correspondent Bank fees**

Correspondent bank fees are in addition to the International Transfer fee you pay HSBC.

For outward payments you can select to pay all charges, this only covers charges raised by HSBC and the correspondent bank, in these cases HSBC will process the transaction with the charge type 'OUR'; however, it is important to note that some local country clearing systems do not recognise this charge type, and additional fees may pass on to your beneficiary. For example, correspondent banks in the USA may change the charge type from 'OUR' to 'SHA' (where the charges are shared between the sender and the beneficiary) or 'BEN' (where the charges are paid entirely by the beneficiary) when routing the payment to the final beneficiary bank.

A list of estimate charges by these intermediary/correspondent banks can be found at [hsbc.com.au/content/dam/hsbc/au/docs/foreign-exchange/international-transfers/correspondent-bank-fees-flyer.pdf](https://www.hsbc.com.au/content/dam/hsbc/au/docs/foreign-exchange/international-transfers/correspondent-bank-fees-flyer.pdf)

HSBC ATMs in Australia are free to use but other ATM owners/operators may charge you a fee for using their machines. The fee will usually be disclosed on screen when you use the ATM.

If you're using an ATM overseas, the ATM owner/operator may charge you a fee for using their machines. Please refer to your product terms, letter of offer or credit card schedule for details of these fees.

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## **32. TAKING FEES AND CHARGES FROM YOUR ACCOUNT**

We'll take from your account:

- all fees and charges that apply (including our reasonable enforcement expenses); and
- any government fees, charges, taxes and duties on receipts or withdrawals in relation to the account or account documentation (this includes stamp duty where it is applicable).

We'll normally take our fees on the first business day of each calendar month, but we'll deduct some fees and charges at the time the event occurs or soon after e.g. at the time a cheque is dishonoured. We'll also take any fees and charges that apply when you close the account.

If we decide not to charge a fee or a charge that we're entitled to charge, we don't waive that fee or the right to charge that fee in the future.

### 33. INTEREST RATES

We will publish any interest rate changes (except for Term Deposits) in the national newspaper.

Details of the current interest rate(s) applicable to your account type(s) is available:

- on our website at [hsbc.com.au](https://www.hsbc.com.au) on the web page for the product; and
- by calling 1300 308 008 (or from overseas +61 2 9005 8220); and
- from any of our HSBC branches on request.

We will also provide you with more information on interest rates applicable to your loan, credit card or your transaction or savings account with us in your applicable product terms, letter of offer or credit card schedule.

Interest is paid or collected as set out in clause 24 of the booklet, and the applicable product terms.

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### 34. RECEIVING MONEY

Receiving money	Fees or charges
International Transfer from a bank to your HSBC account in: <ul style="list-style-type: none"><li>• AUD</li><li>• a foreign currency or a currency different to your account</li></ul>	\$10
Real Time Gross Settlement Transfer (RTGS) from a local bank to your HSBC account in AUD	\$10
Foreign currency cheques/drafts issued by a bank and paid into your HSBC account in: <ul style="list-style-type: none"><li>• AUD</li><li>• the same foreign currency</li><li>• a different foreign currency</li></ul>	\$10

International Transfers are payments sent electronically to an account in foreign currency or AUD.

If we have to convert a payment, we'll buy the currency at our HSBC exchange rate against AUD and sell at our HSBC exchange rate against AUD. We'll also apply the HSBC exchange rate for a currency when you pay in a cheque. Please see clause 21 of this booklet for further information.

If we collect a cheque, the same charges above will apply. Our fees don't include the paying bank's charges.

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### 35. SENDING MONEY

When making International Transfers with HSBC, you have the option for paying intermediary/correspondent bank fees:

1. You can have the intermediary/correspondent bank fees automatically deducted from the transfer amount. This means that the amount deposited into the recipient's bank account will be less.
2. You can choose to pay an upfront fee of AUD30 to HSBC and we will cover the intermediary/correspondent bank charges. This means the full amount transferred will be deposited into the recipient's bank account.

Sending money	Fees or charges	
	Branch	Online
International Transfers – HSBC Fees:		
• Payment in AUD from AUD account		\$20
• Payment in AUD from foreign currency account	\$20	\$8
• Payment in foreign currency from foreign currency account		\$8

Sending money	Fees or charges	
	Branch	Online
<p>Local Transfers – HSBC Fees:</p> <ul style="list-style-type: none"> <li>• Payment in AUD via Real Time Gross Settlement (RTGS)</li> <li>• Payment in AUD from AUD account (not via RTGS)</li> <li>• Payment in AUD from foreign currency account (not via RTGS)</li> <li>• Payment in foreign currency from AUD or foreign currency account</li> </ul>	\$20	<p>\$20</p> <p>Nil</p> <p>Nil</p> <p>\$8</p>
<p>For the following payments, you can choose to pay HSBC an upfront fee (referred to as 'OUR' charge type) to cover all intermediary/correspondent bank charges:</p> <p>International Transfers</p> <ul style="list-style-type: none"> <li>• Payment in AUD from AUD account</li> <li>• Payment in AUD from foreign currency account</li> <li>• Payment in foreign currency from foreign currency account</li> </ul> <p>Local Transfers</p> <ul style="list-style-type: none"> <li>• Payment in AUD (via RTGS)</li> <li>• Payment in foreign currency from AUD or foreign currency account</li> </ul>	<p>\$30 + any applicable HSBC Transfer Fees as per table above.</p>	
<p>The intermediary/correspondent and receiving bank may also impose additional charges – see clause 31 ('Charges we can't control') for further details.</p>		



Real Time Gross Settlement (RTGS) is the method used to transfer money on the same day among financial institutions within Australia.

The cut-off times for International Transfers of different currencies can be found on our website or by contacting us.

We'll apply our HSBC exchange rate for a currency against AUD.

For instructions given after currency cut-off times, we'll give you an indicative rate, which is an estimate of what we think the rate will be when we process your payment the next business day. We'll process your payment the next business day using the HSBC Daily Exchange Rate that applies at the time of processing the payment.

Sending money	Fees or charges																		
<p>Global Transfers:</p> <ul style="list-style-type: none"> <li>From your AUD account with us</li> <li>From your foreign currency account with us to an HSBC Group member</li> </ul> <p>(Global Transfers are only available through our online banking service to customers of participating HSBC Group member jurisdictions)</p>	<p>\$8 per transaction (Nil for HSBC Australia Premier and Global Advance customers)</p> <p>This amount can vary, depending on what currency the transfer is made in:</p> <table border="0"> <tr> <td>AED 26</td> <td>CAD 7</td> <td>CNY 43</td> </tr> <tr> <td>CHF 8</td> <td>DKK 40</td> <td>EUR 5</td> </tr> <tr> <td>GBP 5</td> <td>HKD 54</td> <td>JPY 659</td> </tr> <tr> <td>MXN 86</td> <td>NOK 42</td> <td>NZD 10</td> </tr> <tr> <td>SAR 26</td> <td>SEK 51</td> <td>SGD 10</td> </tr> <tr> <td>THB 231</td> <td>USD 7</td> <td>ZAR 52</td> </tr> </table> <p>(Nil for HSBC Australia Premier and Global Advance customers)</p>	AED 26	CAD 7	CNY 43	CHF 8	DKK 40	EUR 5	GBP 5	HKD 54	JPY 659	MXN 86	NOK 42	NZD 10	SAR 26	SEK 51	SGD 10	THB 231	USD 7	ZAR 52
AED 26	CAD 7	CNY 43																	
CHF 8	DKK 40	EUR 5																	
GBP 5	HKD 54	JPY 659																	
MXN 86	NOK 42	NZD 10																	
SAR 26	SEK 51	SGD 10																	
THB 231	USD 7	ZAR 52																	

### 36. FOREIGN CURRENCY NOTES

If we buy or sell foreign currency notes in AUD, or take deposits or withdrawals of foreign currency notes, the following charges apply:

Service	Fees or charges
Foreign Currency Notes (Buy/Sell)	\$10
Foreign Currency Notes Deposits or Withdrawals	\$10

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### 37. CHEQUES

Service	Fees or charges
Bank cheque (excluding term deposit customers upon maturity)	\$8
Replacement bank cheque (cancelling and re-issuing a cheque)	\$18
Repurchase bank cheque (cancelling a cheque only)	\$10
Stop payment request	\$8
Dishonour fee for cheques written by you	\$5
When you make a cheque deposit using Bank@Post and the cheque is dishonoured	\$14.47

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### 38. INTERNATIONAL TRANSACTION FEES OR CHARGES FOR HOME SMART, HOME EQUITY AND OFFSET SAVINGS ACCOUNTS

	Description	Fees or charges
<b>Overseas ATM</b>	For cash withdrawals	\$4.50 (per withdrawal) (Other ATM owners/operators may charge an ATM operator fee for withdrawals or balance enquiries at their ATMs)
<b>Overseas Transaction Charges</b>	<p>Payable when you make a transaction or withdrawal on your account in a currency other than Australian dollars, or you make a transaction or withdrawal on your account in any currency, including AUD that is processed/ billed by either the merchant or its financial institution/payment processor outside of Australia.)</p> <p>Your transaction will be converted into your account currency. We have no control over when a merchant will process a transaction or whether they will do so in local or foreign currency. You should check this with the merchant. For more information on this see clauses 18 (Payments from your Account) and 56 (Risks Associated with Foreign Currency Accounts) of this booklet.</p>	3% of the total value of each transaction

### 39. PERSONAL CREDIT LINE

For existing customers only. This product is no longer offered to new customers.

	Description	Fees or charges
<b>Monthly access fee</b>	For giving you credit	\$5
<b>Overdrawn fee</b>	If you make withdrawals which take your account below a balance of zero	\$20
<b>Overseas ATM</b>	For cash withdrawals	\$4.50 (per withdrawal) (Other ATM owners/operators may charge an ATM operator fee for withdrawals or balance enquiries at their ATMs)
<b>Overseas Transaction Charges</b>	<p>Payable when you make a transaction or withdrawal on your account in a currency other than Australian dollars, or you make a transaction or withdrawal on your account in any currency, including AUD that is processed/ billed by either the merchant or its financial institution/payment processor outside of Australia.)</p> <p>Your transaction will be converted into your account currency. We have no control over when a merchant will process a transaction or whether they will do so in local or foreign currency. You should check this with the merchant. For more information on this see clauses 18 (Payments from your Account) and 56 (Risks Associated with Foreign Currency Accounts) of this booklet.</p>	3% of the total value of each transaction

## 40. BANK GUARANTEE

This product is no longer offered for sale.

	Description	Fees or charges
<b>Guarantee fee (secured by deposit)</b>	Payable on the value of the guarantee (or part of the guarantee period)	0.1% flat per month (\$250 minimum p.a.)
<b>Guarantee fee (secured by property)</b>		0.2% flat per month (\$250 minimum p.a.)

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## 41. OTHER SERVICES

	Service	Fees or charges
<b>Periodical payments</b>	Dishonour fee	\$5
<b>Direct debits</b>	Dishonour fee (inward and outward)	\$5 (This fee is charged when the money is returned to us for any reason)
<b>Transactions through National Australia Bank branches</b>	Deposit fee	\$4.17
	Cheque cashing fee	1.5% of amount of cheque (minimum of \$10)
<b>Company search fee</b>		\$30 plus costs
<b>Audit or balance certificate</b>	Individual or Company	\$25

	<b>Service</b>	<b>Fees or charges</b>
<b>Closed accounts</b>	Account balance paid by bank cheque	\$8 (Doesn't apply to term deposits on maturity)
	Account balance paid by International Transfer	\$20
<b>Emergency encashment</b>	HSBC Premier customers	Nil (interest may be payable together with any conversion fees on top of this)
	All other customers (maximum of USD 500)	Nil (interest may be payable together with any conversion fees on top of this)
<b>International banking account opening</b>	All customers (excluding HSBC Premier customers)	\$200

## PART C: OTHER IMPORTANT TERMS

### 42. COMBINING ACCOUNTS AND SETTING-OFF

If you have money in one of your accounts, we may combine it with another of your accounts, or set it off against any amount you owe us which is due for payment, so that it reduces or repays the amount you owe us. We'll do this if we think it is reasonable to do so, taking into account your circumstances (including making sure that you will still have enough money to meet essential living expenses) and any regulatory requirements. If the amount set off is less than the amount you owe us, you'll still be liable to us for the shortfall.

We will not combine any loan account that is regulated under the National Credit Code while we are actively considering hardship notification in relation to that loan; the loan is under a hardship arrangement; or if doing so would breach the Code of Operation: Recovery of Debts.

In this clause 41, when we say 'we' and 'us', for these purposes, includes any HSBC Group Company worldwide. Amounts owed to us and due for payment include amounts owed under a personal loan, credit card, home loan or overdraft.

We can use our set-off right, where you have accounts which are only in your name as well as joint accounts you hold with another person as shown below:

<b>Money in account for:</b>	<b>Set-off against money owed by:</b>
You only	You
You only	You and the other person
You and the other person	You and the other person
You and the other person	The other person
You and the other person	You

We can use money you have in your account even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law. If you have money in a currency other than Australian dollars, we may convert this amount to Australian dollars using the HSBC exchange rate at the time we use our account combination or set-off right.

When using our rights, we may also close your Term Deposit account before the fixed period has ended. We will adjust any interest accordingly, charges may apply, and you may lose any interest that has accrued. Any remaining balance left will be credited to any one of your HSBC accounts or returned to you by cheque.

Occasionally we receive legal instructions or notices to hold a customer's money for someone else, or to pay it to someone else. If this happens, we won't use our right of set-off against the money we've been told to hold for someone else.

We'll write to you as soon as possible after we combine your accounts or set off any amounts.

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### **43. PRIVACY AND CREDIT INFORMATION**

Your privacy is important to us. Our Privacy Policy explains how we collect, use, disclose, transfer, and store your information and sets out your rights to your personal information, whilst our Credit Information Management Policy explains how collect, use, disclose, transfer and store your credit information. These policies can be found on our website or you can ask for a copy in branch or by calling us. They may change over time. We will notify you when this happens, and the new policy will apply if you continue using your account or our services after our notification.



## 44. HOW DO WE COMMUNICATE?

### How do we contact each other?

#### For us to contact you

If we need to tell you anything about our products or services, we may advertise this in a nationally circulating newspaper or use the most recent address, email address, phone and mobile numbers you've given us. If a law or industry code says we have to contact you in a certain way, then we'll contact you that way. If not, we'll choose the most appropriate method to contact you based on what we need to tell you.

With your consent, we'll often contact you electronically. You're free to contact us at any time to change your preference. For example, we may contact you through mobile banking, SMS, using the secure e-message facility for online banking, or publish documents or rates on our website. If we need to contact you about any actual or suspected fraud or security threats, we'll use the fastest and most secure way of contacting you (for example, we may try to send an SMS message rather than phone). We may also contact you to discuss your financial situation if it appears you may be in financial difficulty. We will usually only give you paper documents if we are required by law, or you ask us to. You may ask for a paper copy of any electronic message we have given you within 7 years.

We'll only use the contact details you've last given us, so you must tell us if these details change. If you do not, you may miss out on important communications.

We recommend you check your emails regularly and keep copies of important documents.

If you need us to communicate to you in another format such as large print, braille or audio, please tell us.

We may record phone numbers you call us from and may use them if we need to contact you urgently.

We'll always use English to communicate with you.

We'll never send you a communication asking you to enter your password or login details.

**For you to contact us**

Calls on the numbers below are free or the cost of a local call from a landline. If you call from a mobile phone, or from outside of Australia, your call provider may impose additional fees.

By phone (24/7)	From Australia	From anywhere else
<ul style="list-style-type: none"> <li>• <b>Transaction and savings accounts, home loans and deceased estates</b></li> <li>• <b>Lost, stolen or misused cards, PINs, secure keys, bank cheques, personal cheques or cheque books, or where there has been a breach of security in relation to these or to query a transaction on your account statement</b></li> <li>• <b>Phone banking</b></li> <li>• <b>Textphone</b></li> </ul>	<p><b>Personal Banking:</b> 1300 308 008</p> <p><b>HSBC Premier and Home Loans:</b> 1300 301 168</p> <p><b>Credit Cards:</b> 132 152</p> <p>Customers who are deaf or have a hearing or speech impairment can call through the National Relay Service:</p> <ul style="list-style-type: none"> <li>• TTY users: Call 133 677, then ask for 1300 308 008.</li> <li>• Speak and listen (speech to speech relay) users: Call 1300 555 727, then ask for 1300 308 008.</li> </ul>	<p><b>Personal Banking:</b> +61 2 9005 8220 (or by visiting any HSBC Group branch)</p> <p><b>HSBC Premier and Home Loans:</b> +61 2 9005 8192 from overseas (or by visiting any HSBC Group branch)</p> <p><b>Credit Cards:</b> +61 2 9005 8511 from overseas (or by visiting any HSBC Group branch)</p> <p>TTY users: Call +617 3815 7799, then ask for 1300 308 008.</p> <p>Speak and listen (speech to speech relay) users: Call +617 3815 8000, then ask for 1300 308 008.</p>
<ul style="list-style-type: none"> <li>• <b>Online banking</b></li> <li>• <b>Mobile banking</b></li> </ul>	<p>1300 306 543</p>	<p>+61 2 9005 8421</p>

**For you to contact us**

**• By post**

Our head office: HSBC Bank Australia Limited, Level 36, Tower 1, International Towers Sydney, 100 Barangaroo Ave, Sydney NSW 2000 Australia.

For Privacy Policy and Credit Information Management Policy related matters, home loans, personal loans, credit cards, online or mobile banking queries, or to opt out of direct marketing: HSBC Bank Australia Limited, GPO Box 5302, Sydney NSW 2001

For customer complaints: Customer Relations Team, HSBC Bank Australia Limited, Level 36, Tower 1, International Towers Sydney, 100 Barangaroo Ave, Sydney NSW 2000 Australia

**• By email**

Email us using the contact form available on our website. We usually respond within 2 business days so if your query is urgent then please call us.

**If you are experiencing hardship**

You should contact us as soon as possible if you are experiencing financial difficulty. The sooner you contact us; the sooner we can help. If your credit is regulated under the National Credit Code, you have a right to apply for hardship relief. For more information about financial hardship, please see

[hsbc.com.au/help/money-worries](https://www.hsbc.com.au/help/money-worries)

## For you to give notice to us

Where our agreement with you allows you to, or says you must, give us notice of something, we may agree with you that you can send us an email and that will count as notice. If we don't, you must give us notice by post to the address set out in your offer letter or to your registered branch.

### Service of legal documents

Please note: Service of legal documents will not be accepted via email or fax. All statutory notices and legal documents (for example, subpoenas, writs, garnishee orders, notices to produce and all other court process) to be served to HSBC Bank Australia Limited are to be mailed or delivered to our registered office address directly below.

Third-Party Requests Manager  
HSBC Bank Australia Limited  
Level 36, Tower 1, International Towers Sydney  
100 Barangaroo Ave, Sydney NSW 2000 Australia

If you drop it at our offices, we will treat it as received that same day. If you post it to us using ordinary post, we will treat it as received 5 business days after posting.

If you're a company, communications from you must be signed by a director or any other person you've told us has authority to sign (and given us their specimen signature).

To help us continually improve our services and for security reasons we may monitor and record your phone calls with us.

### **Email & fax instructions indemnities**

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

- (a) us acting upon any instructions sent by a email or fax purporting to be from you or persons authorised by you from time-to-time and we have no reasonable reason to think those instructions are not legitimate; or
- (b) us not acting upon any instructions sent by email or fax purporting to be from you or persons authorised by you from time to time, where we have a reasonable reason to think those instructions are not legitimate.

### **Deceased estates**

Please contact us as soon as you can if a customer passes away. We will tell you what we need to put arrangements in place for the executor, administrator or next of kin to manage the customer's accounts.

It is important that you notify us as soon as possible so that we can stop or refund any fees for products and services that can no longer be provided, or will not be provided to the deceased's estate and put a stop on any credit cards or devices to prevent misuse.

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## **45. INFORMATION WE NEED FROM YOU AND WHEN WE CAN DISCLOSE INFORMATION ABOUT YOU**

If we make a reasonable request for information, you must give it to us as soon as possible. If you don't give it to us, or if we suspect fraudulent or criminal activity of any kind, or any other violation of law or regulation, or we believe we may breach a law or regulation without the requested information:

- you might not be able to keep banking with us; or
- we might try to get the information from another source; or
- we might refuse, suspend or delay a transaction; or
- we might freeze, block or close your accounts or payment devices, or capture your payment device.

You must make sure the information you give us is accurate and up to date and tell us when anything changes.

We'll use and/or share your information as explained in our Privacy Policy. For example, if we believe you may have tax obligations in other countries, we may have to collect and disclose information about you (such as personal tax or financial information) directly to Australian Taxation Office or other international tax regulatory authorities.

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## **Changes to Your Agreement**

Our agreements may last a long time and the services we provide may change as your needs, and our business change. Here we explain how our agreements work, including how we can make changes and how you and we can end our agreement.

## **46. CHANGES WE CAN MAKE AFTER GIVING NOTICE**

This clause tells you how we can make changes to your personal banking and electronic banking products and this booklet. We can also make changes to our agreement with you about your specific product. You should see your product booklet for details of those product specific changes.


### What terms can we change?

Sometimes, we'll need to make changes to the terms in this booklet, and to our personal banking products. These may have little impact on you or they may be to your advantage or disadvantage. The changes we can make are either driven by things we don't control or to reflect a change we're making to our business. We'll only make changes without your agreement if it's reasonable or necessary for us to pass on the impact of that change. We will always act reasonably.

We set out below the types of changes we don't control that may require us to respond by changing the terms in this booklet. We may also make other changes for other reasons that aren't covered here.

Changes we don't control	Terms we can change		
	Interest rates	Fees and charges	Other terms
We'll respond proportionately to:			
changes in general law or decisions or recommendations made by a court, any regulator or similar organisation or ombudsman we have to follow (e.g., the Australian Financial Complaints Authority)	✓	✓	✓
changes in regulatory requirements	✓	✓	✓
new industry guidance and codes of practice	✓	✓	✓
changes in the Reserve Bank of Australia's cash rate, other specified market rates or indices or tax rates	✓	✗	✓
reflect legitimate higher or lower costs in providing the account (including our funding costs)	✓	✓	✓

Changes to our business	Terms we can change		
	Interest rates	Fees and charges	Other terms
We'll make reasonable changes to:			
the way in which we manage the account as a result of changes to technology	✓	✓	✓
the systems we use, including introducing new services or facilities or replacing an existing service or facility with a new one	✓	✓	✓
the benefits we provide as a result of changes to our arrangements with third parties who provide benefits	✓	✓	✓
Changes for other reasons			
If we have a legitimate business reason for making a change which is not set out in this table, we confine the change to only what is necessary, and we act reasonably to make the change.	✓	✓	✓
Other changes			
We can also make changes without giving you a reason but we'll always explain the impact of the change when we tell you and you'll be able to close your account, or end a service that relates to an account, before the change takes effect without charge.	✓	✓	✓

 Sometimes a third party will provide you with a service that is connected with an HSBC product or service. We are not responsible if that third party changes their own service terms. The notice period they give you, and the communication method they use to tell you will be set out in their terms and conditions for the service or benefit.



**How much notice will we give you before we make a change?**

The following table tells you how much notice we will give you before making a change to your personal banking and electronic banking products and this booklet.

We do not need to give you notice about a reduction or cancellation of your daily withdraw, purchase or transfer limits using electronic or phone banking; or any other change if the change is required to immediately restore or maintain the security of a system or an individual account, including to prevent systemic or individual criminal activity, including fraud.

Change	Notice period for change	
	At least 30 days prior to the change	Any time before the change takes effect <sup>1</sup>
Increasing or decreasing interest rates that we pay you (e.g. a savings account).		✓
Reducing interest rates that you pay us (e.g. a loan or credit card).		✓
Changing any account benefits or the terms that apply to account benefits, cheques and overdrafts to your advantage.		✓
Changing any account benefits or the terms that apply to account benefits, cheques and overdrafts to your disadvantage.	✓	
Increasing variable interest rates that you pay us when your account goes into overdraft, or if you have agreed under your product terms to pay a variable interest rate (e.g. a variable rate loan).		✓
Changing of government fees or charges.		✓ <sup>2</sup>
Introducing a new fee/charge or increasing an existing fee/charge that we currently charge.	✓	
Changing the way that we calculate the interest or fees or charges we charge.	✓	

Change	Notice period for change	
	At least 30 days prior to the change	Any time before the change takes effect <sup>1</sup>
Increasing your liability for losses in relation to an electronic payment method, and in line with any ePayments Code rules.	✓	
Increasing and introducing any fees and charges for the use of your card in Apple Pay, Google Pay™ or any other digital wallet.	✓	
Removing, introducing, or changing your daily transaction limit that applies to your card in Apple Pay, Google Pay™ or any other digital wallet.	✓	
Making any other changes.		✓ <sup>2</sup>
Upgrading you to an account with special features and benefits (e.g. if you want to become an HSBC Premier customer). <sup>3</sup>		✓
Downgrading you from an account with special features and benefits. <sup>3</sup>	✓	
Introducing or increasing the fees and charges for performing transactions covered by the ePayments Code or issuing new or replacement security details/devices.  Transactions covered by the ePayments Code are payment, money transfer and cash withdrawal transactions that are:  (a) initiated using electronic equipment, and  (b) not intended to be authenticated by comparing a manual signature with a specimen signature.	✓	

Change	Notice period for change	
	At least 30 days prior to the change	Any time before the change takes effect <sup>1</sup>
Introducing or changing limits on transactions covered by the ePayments Code (as set out above), a facility, or electronic equipment (for example, limits on the number of ATM withdrawals).	✓	
Any changes that would increase your liability for losses related to transactions covered by the ePayments Code.	✓	

- <sup>1</sup> Notice will be given on the internet, in a newspaper, in branch or in writing to you.
- <sup>2</sup> We will tell you about these changes as required by law, or if there is no applicable law, we will tell you in a way that will reach the most customers.
- <sup>3</sup> These changes will be made based on your personal circumstances and ability to meet the requirements for these accounts. These requirements can be found on our website.

**What are your rights when we tell you about a change?**

If we give advance notice that we’re going to make a change to a particular agreement and you don’t tell us that you want to close your related account before that change takes place, then we’ll assume you’ve accepted the change and it will take effect automatically at the end of the notice period.

If you tell us that you don’t want to accept the change you can close your account related to that agreement without charge, unless you have a home loan that currently has a fixed interest rate – then you may have to pay us break costs. For more information, please refer to our facts sheet on break costs given to you.

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## 47. CHANGES WE CAN MAKE WITHOUT TELLING YOU IN ADVANCE

The type of change we may make	When we apply changes
Exchange rates	
<ul style="list-style-type: none"><li>• The HSBC Daily Exchange Rate; and</li><li>• HSBC Real Time Exchange Rate</li></ul>	<ul style="list-style-type: none"><li>• We can change these rates immediately and without giving advance notice.</li></ul>

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## 48. HOW WE CAN TRANSFER ACCOUNTS

### Transferring to a more suitable account

As we review our products and services, if

- you no longer meet the conditions for an account (for example, if you stop paying any monthly charges for the account, or the account balance or your salary reduces); or
- we are withdrawing a type of account,

we'll give you at least 30 days' notice that we're going to transfer you to another account we think is appropriate for you. You can close your existing account during the notice period if you don't want us to make the transfer and we won't charge you any closure fees. If there's a fee for the new account, you can close the new account within 30 days of the transfer with no charge.

### Transferring your account between Personal Banking and HSBC Premier

When you open an account, we will categorise you as a Personal Banking or HSBC Premier customer based on whether you meet certain eligibility criteria (these can be found online). Each of these will have separate benefits and features (provided by us or third parties). We'll change your category depending on how you meet the eligibility criteria. This will also change the benefits and features for your account. We will give you 30 days' notice. For example, we may downgrade you from HSBC Premier to Personal Banking if you don't meet the current HSBC Premier requirements at that time. You can tell us if you no longer want a certain type of account.

## 49. WHAT HAPPENS IF YOU STOP USING YOUR ACCOUNT?

If you haven't transacted on your account for 24 months, we will classify your account as 'inactive'. This means we will suspend your account so that payments can't be made into or out of it in order to protect against fraud. You will need to contact us to reactivate your account.

If your account has a zero balance or is overdrawn, and you have not used it for at least 3 months, we may close your account without notice. If your account has a balance of less than \$10 AUD (or foreign currency equivalent) and you haven't transacted it for at least 12 months, we will transfer the balance to another account in your name or send you a cheque without notice.

If you haven't made a transaction on your account balance on your account for 7 years, it is treated by the law as unclaimed monies. We may close the account and send balances of AUD \$500 or more to the Australian Securities Investment Commission (ASIC). Money in an account that is denominated in a currency other than AUD will not be sent to the ASIC.

If your account is inactive, statements will only be provided every 6 months.

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## Closing your account

### 50. HOW CAN YOU CLOSE YOUR ACCOUNT OR END THIS AGREEMENT?

If you contact us in branch, by phone or by post to tell us you want to close your account, we'll close your account or stop providing you with a service usually without charge, but you'll still have to pay any charges you've incurred by using the account (such as payment charges) and ensure you repay all amounts you owe us. The terms of this agreement continue to apply for so long as you have an account or product with us and until all monies you owe us have been fully repaid.

Some products, such as a fixed interest loan, may incur break costs if you terminate early.

Product terms are described in your product booklet.

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## 51. HOW CAN WE CLOSE YOUR ACCOUNT OR END THIS AGREEMENT?

### Immediately and without notice

We can do this if:

- you've seriously or persistently broken this agreement; you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally, fraudulently, or without our permission; or
- you engage in behavior that is illegal; or
- your behaviour is improper, for example you act in a threatening, harassing or violent manner towards staff or someone else or engage in conduct including through the use of our electronic banking systems, which in our opinion is **harassing**, offensive, threatening, intimidating, abusive or caused or **encourages physical or mental** harm to another person or **promotes violence against any person**;
- you weren't entitled to open your account or to the service, or are no longer entitled to have the account or the service; or
- we discover, or reasonably suspect, that you're using the account for a purpose not covered by this agreement, for example using your account for business reasons where we haven't allowed you to; or
- you use your account in a way that does or could increase the risk to our business which is outside of our policies. We consider these risks to include those which are legal, regulatory, compliance or reputational in nature; or
- you haven't provided us with adequate information that we've requested in relation to your liability for tax or to enable us to comply with laws and regulations and related internal policies and procedures; or
- we reasonably consider that you have placed us in a position where we might break a law, regulation, code, court order or other duty, requirement or obligation imposed on us (including by a third party) or we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency; or

- we suspect you have committed a financial crime, or might break a law, regulation, code, court order or other duty, requirement or obligation and we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency. Financial crime includes money laundering, terrorist financing, bribery, corruption, fraud, tax evasion or economic sanctions; or
- there has been, or we suspect, a breach of security or misuse of your account, security details or a payment device; or
- you have provided us with materially false information; or
- you are involved, or we reasonably believe that you are involved, in criminal activity of any kind whether or not linked to your account or your relationship with us.

### By giving you at least 21 days' notice

We'll tell you why we're ending the agreement, unless it would be unlawful for us to do so.

### What happens next?

We may use our set-off rights (see clause 41) to reduce the amount of money you owe us (including any HSBC Group member). This includes:

- any card payments that have been authorised but not yet charged to the account; and
- any charges and interest which haven't yet been applied to your account.

If we close your account or end the relationship between us, after exercising our right of set-off, we will pay any remaining money in the account to you. If your money is held in a foreign currency account, we may convert such amounts into Australian Dollars using the prevailing HSBC exchange rate that is applicable at the time, irrespective of the currency in which such monies are held.

Before we pay what is left to you, if you still owe us money and don't pay this when we ask, we may take legal action against you to recover these amounts. If you do not owe any further money, we will pay you the amount of any credit balance. You're responsible for cancelling payments into and out of your account. You must destroy any unused cheques and your card.

The terms of this agreement continue to apply for so long as you have an account or product with us and if applicable, until all monies you owe us have been fully repaid.

## 52. HELP WE CAN OFFER IF YOU WANT TO SWITCH TO ANOTHER BANK ACCOUNT

If you give us the details we need, we'll transfer the money in your transaction or savings account (less any amounts you owe us) to your new account and give you the information we have about standing orders, other recurring payments and any direct debits within 5 business days so you can transfer them to your new account. We won't charge you for this.

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### Other useful information

## 53. TRANSFERRING YOUR AGREEMENT AND THE SECURITY

Can we transfer your agreement?	Can you transfer your agreement?
<p>Yes.</p> <p>We can transfer or assign some or all of our rights under any of the agreements between you and us, and in relation to your accounts, to someone else.</p> <p>We can novate some or all of our obligations under any of the agreements between you and us, and in relation to your accounts, but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by our regulator as holding the relevant licensed to continue providing you with your product. This won't reduce any of your rights in relation to your accounts.</p>	<p>No.</p> <p>You can't transfer any of your rights and novate any of your obligations in relation to any of our agreements, your account, or your account itself, to any other person.</p> <p>We have a strict position on this, because we need to know exactly who are dealing with and that our products are suitable for them. Our agreement with you is based on our assessment on you and so we can't allow your product or service to be transferred to someone else.</p>



Can we transfer your agreement?	Can you transfer your agreement?
<p>If we choose to do this:</p> <ul style="list-style-type: none"><li>• it will be at no charge to you and we will give you 30 days' prior notice before doing so; and</li><li>• where any of our agreements says 'we', 'us', 'our' or 'HSBC Australia' this will now mean the person we've transferred to but only to the extent that rights have been given to them. You'll have to continue do everything you currently have to do but to the person we transfer to instead of us e.g. you'll have to pay them instead of us; and</li><li>• the person we've transferred to can still rely on anything done or received before the transfer.</li></ul>	<div data-bbox="628 277 1020 555" style="border: 1px solid red; padding: 10px;"><p><b>Novate</b></p><p>When we say 'novate', we mean that someone else can perform our obligations under the agreement between us and you.</p></div>

We may also delegate some or all of our powers to someone else. Anything done by our delegate or their representatives will be treated as if done by us or our representative.

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## 54. TAX

You're responsible for obtaining your own tax, legal and accounting advice and must be aware of (in Australia and if applicable, overseas):

- any tax you may need to pay in relation to any money in your account and any rewards and benefits you receive in relation to any accounts or cards; and
- any tax obligations you may have (such as filing requirements).

Where we are required to, we will collect or deduct tax from your payments or accounts. You're also required to pay us any GST or other tax we incur on your behalf in connection with any of our agreements with you. If you are not an Australian tax resident, we must deduct non-resident withholding tax from any interest payments to you. If you are an Australian tax resident but you have not provided us with your tax details, then we will deduct withholding tax from any interest payments to you unless an exemption applies. We will also do the same if you have not provided us with information, we have requested about a person connected to you such as a guarantor, director, trustee, officer etc. The amount of this withholding tax and further information can be found at [www.ato.gov.au](http://www.ato.gov.au)

Occasionally, we may also have to deduct withholding tax if you have a foreign tax obligation. We will pay this to the relevant foreign tax authority in accordance with the HSBC Group tax and reporting obligations.

We are not responsible for any of your tax or related obligations (such as reporting or filing). You should seek independent professional advice if you are unsure about them.

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## **55. INTEREST RATE AND FOREIGN CURRENCY RATE CHANGES**

It is important to remember that external interest rates and foreign exchange rates can change at any time. We don't provide any advice on movements to you and so it is your responsibility to ensure that you monitor these and understand how they may impact you. For example, a change in a foreign exchange rate may result in a shortfall in a payment, but you are still responsible for paying the full amount due on time.

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## **56. RISKS ASSOCIATED WITH FOREIGN CURRENCY ACCOUNTS**

### **General Foreign currency risks**

Foreign currency accounts can have risks.

Some examples of this are set out below but other risks may also exist:

- Past performance of a currency is not necessarily an indication of its future performance.

- Due to fluctuations in currency exchange rates, a rate of exchange when you hold a balance in a foreign currency may be different from the rate of exchange when carrying out the actual currency transfer.

We recommend that you obtain independent financial, legal and taxation advice before you enter into currency transfers or transactions involving foreign currencies.

### **Tax Considerations**

We pay interest in full if you're an Australian resident for tax purposes and you've provided:

- your tax file number; or
- your ABN (if you have one); or
- you satisfy us that you have an exemption from doing so.

### **Foreign taxation considerations**

Transactions (in particular withdrawals) in relation to foreign currencies may give rise to taxable gains or losses. The treatment of these transactions for taxation purposes will depend on your individual circumstances and you should seek appropriate tax advice.

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## **57. OUR RIGHTS**

If we decide not to enforce any of our terms or our rights in any of our agreements when we're entitled to, we don't waive our right to take that action (even in similar circumstances). For example, if we don't charge a fee when we normally would, we are entitled to charge this to you at a later date or ensure that we charge it going forward.

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## **58. RECOVERING COSTS AND EXPENSES FROM YOU**

We may take steps to recover any money you owe us (such as appointing an agent or through legal proceedings). We may even pass on to you any reasonable costs we incur in doing so.

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## 59. COMMISSIONS

We may pay commissions to third parties, when your account is opened, if an entity introduced you to us. Details of the commission, if known, will be set out in the letter of offer or credit card schedule if you have a credit product. If you have a transaction account or savings Account, we may pay commission to a comparison rate website, but the amount is unascertainable.

We may also receive a service fee from a retailer when we run offers, for example where we offer promotional interest free transactions on credit cards. These amounts are unascertainable and vary depending on the offer. We may also receive payments from Visa or Mastercard schemes. These amounts are also unascertainable and may vary.

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## 60. TRANSACTION QUERIES

Please check your statements closely. If you have a transaction query, please contact us as soon as possible by:

- calling us on 1300 308 008. If you are calling from overseas dial: + 61 2 9005 8220 (you may be charged by the phone provider); or
  - visiting [hsbc.com.au/help/contact/](https://www.hsbc.com.au/help/contact/); or
  - visiting any of our branches.
- 

## 61. COMPLAINTS, DISPUTED TRANSACTIONS AND INVESTIGATIONS

If you contact us to make a complaint, dispute a transaction or ask us to investigate a payment that you think might be mistaken or unauthorised, we will follow the process in this table.

## Complaints

If you are dissatisfied with any of our products, services, staff or the handling of another complaint then you may raise a complaint with us. If you do, we aim to acknowledge your complaint within 1 business day of receiving it.

### ***Our Investigation***

We aim to resolve most issues within 5 business days of receiving your complaint. Some matters are more complex and can take a little longer. If that is the case, we'll keep you informed of our progress.

If we're unable to resolve your complaint within 30 days of receiving it, we'll write to you and inform you of the reasons for the delay.

If we need more time to investigate and resolve your complaint, we'll explain why and provide an expected date for the outcome. We'll keep you informed of our progress and provide you with the contact details of our external dispute resolution provider, the Australian Financial Complaints Authority (**AFCA**), who you may wish to contact to have your complaint reviewed if you think the matter hasn't been resolved or dealt with satisfactorily. Clause 61 'Results of our Investigations' below sets out further details about this process.

### ***Complaints about financial hardship and debt collection***

If your complaint is related to financial hardship or debt collection decisions made by us, different timeframes for handling your complaint may apply.

Please see clause 43 ('How do we communicate') of this booklet for further details about how you may contact us if you are encountering financial difficulty.

**Disputed Transactions**

If you need to dispute a transaction, you should notify us as soon as possible after the date of the transaction so that we may reasonably investigate it.

If you do not notify us promptly, the ability to dispute a transaction may be lost.

***Cards***

For disputed payments relating to cards, the applicable card scheme rules will apply. These rules set out the dispute procedures and notification timeframes that we must comply with.

In some cases, a chargeback right may exist. Depending on the type of transaction, this means that we may claim a refund from the merchant on your behalf up to 75 or 120 days after the date of the disputed transaction. It is therefore in your interest to report any disputed transactions to us as soon as possible, else you may be held liable for the loss.

***Electronic transactions***

Where no chargeback right exists and the transaction is done electronically, the ePayments Code applies and different rules and time frames may apply.

***Our Investigation***

Whilst we investigate your disputed transaction, we may suspend your obligation to pay any amount which is the subject of the dispute or any credit or other interest charges related to that amount until your dispute has been resolved, however you will need to continue making at least your monthly minimum payments on your account. Your obligation to pay the disputed transaction amount and / or charges will be reinstated if the outcome of the dispute is not found in your favour.

**Mistaken Internet Payments**

For the timings and processes that will apply to a mistaken internet payment, please refer to clause 6 ('What should you do if you suspect an incorrect, unauthorised or mistaken electronic payment from your account') for more details.

## 62. RESULTS OF OUR INVESTIGATIONS

When we complete our investigation of your complaint, disputed transaction or mistaken / unauthorised payment (“Enquiry”), we will inform you of:

- our conclusions; and
- the reasons for our conclusions with reference to the relevant provisions of the terms and conditions; and
- if applicable, the areas of the ePayments Code that apply to our conclusions; and
- any further action you can take in respect of your Enquiry, where relevant.

We will adjust your account accordingly (including any interest and charges) and notify you in writing of the amount of the adjustment, where we determine you are not responsible for a transaction.

If the payment has been made via the BPAY® Scheme, we’ll refund the amount of the payment before the end of the business day after you tell us, or sooner if we’re able to. For incorrect or unauthorised payments by other means we’ll refund the payment as soon as we are able to.

If your complaint hasn’t been resolved or dealt with satisfactorily, you may wish to contact the Australian Financial Complaints Authority (**AFCA**). The AFCA Scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. AFCA can be contacted by: phone 1800 931 678; by email at [info@afca.org.au](mailto:info@afca.org.au); online at [www.afca.org.au](http://www.afca.org.au); or by mail at GPO Box 3, Melbourne VIC 3001.

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### 63. WHAT COUNTRY’S COURTS AND LAWS APPLY TO THIS AGREEMENT AND OUR DEALINGS

Laws	Courts
<b>For all products other than a home loan New South Wales, Australia will apply</b>	The courts of New South Wales, Australia or the State of your last registered Australian address in our system and you and we agree that only these courts will hear any disputes about this agreement, even after the account is opened.
<b>For home loans</b>	See your Home Loan Terms for information about which law applies to that agreement.

If you aren't an Australian resident, you may be required to appoint an agent for service of process in Australia. If you have an offset savings account, we'll serve documents by certified or registered airmail postage prepaid to you at your address or to any appointed process agent.

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## **PART D: NATIONAL CREDIT CODE INFORMATION STATEMENT**

**IMPORTANT:** If you have a credit card, home loan or personal loan that is regulated under the National Credit Code, we are required to provide you with the following information statement. This information is for your benefit and you should ensure you take the time to read it.

### **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, the AFCA scheme, or get legal advice.

#### **The contract**

### **1. HOW CAN I GET DETAILS OF MY PROPOSED CREDIT CONTRACT?**

Your credit provider must give you a pre-contractual statement containing certain information about your contract. The pre-contractual 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.

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### **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.

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### **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 payout 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.

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## **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 the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931 678, [info@afca.org.au](mailto:info@afca.org.au), [www.afca.org.au](http://www.afca.org.au) or GPO Box 3 MELBOURNE VIC 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 [www.asic.gov.au](http://www.asic.gov.au)

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## **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 cannot insist that you use any particular insurance company.

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### **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.

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**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.

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**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.

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**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.

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**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 cannot 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 the AFCA 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 the mortgaged property is sold.

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## **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.

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## **20. IF MY CREDIT PROVIDER WRITES ASKING ME WHERE THE MORTGAGED GOODS ARE, DO I HAVE TO SAY WHERE THEY ARE?**

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

---

## **21. WHEN CAN MY CREDIT PROVIDER OR ITS AGENT COME INTO A RESIDENCE TO TAKE POSSESSION OF MORTGAGED GOODS?**

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

---

### **General**

## **22. WHAT DO I DO IF I CANNOT MAKE A REPAYMENT?**

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways—

- to extend the term of your contract and reduce payments; or
  - to extend the term of your contract and delay payments for a set time; or
  - to delay payments for a set time.
- 

## **23. WHAT IF MY CREDIT PROVIDER AND I CANNOT AGREE ON A SUITABLE ARRANGEMENT?**

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 25.

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## **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 AFCA scheme or ASIC, or get legal advice.

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## **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 the AFCA Scheme. If you have a complaint which remains unresolved after speaking to your credit provider, you can contact the AFCA Scheme or get legal advice.

The AFCA Scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA Scheme can be contacted:

- By phone on 1800 931 678; or
- Website at [afca.org.au](http://afca.org.au) or
- By email at [info@afca.org.au](mailto:info@afca.org.au); or
- By mailing to GPO Box 3 Melbourne VIC 3001

Please keep this information statement. You may want some information from it at a later date.









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