

Advance Card

Terms and Conditions



Together we thrive

Conditions of Use

The use of the HSBC Advance VISA Platinum Credit Card, HSBC Advance Debit Card & PINs is governed at all times by (i) the General Terms and Conditions – Accounts (in case you are a ‘consumer’ as defined under the Consumer Affairs Act (Ch. 378 of the Laws of Malta) or a ‘micro-enterprise’ as defined in paragraph 3 of the Business Promotion Regulations, 2000); or the General Terms and Conditions (Corporate Opt-Out) – Accounts, in case you are a non-micro-enterprise (i.e. you exceed the conditions for qualification as a micro-enterprise in terms of paragraph 3 of the Business Promotion Regulations, 2000), (the “General Terms”), (ii) by these Advance Card Conditions of Use as well as by (iii) the Card Standard Account Fees brochure which form part of these Advance Card Conditions of Use; (iv) the HSBC Advance Proposition Application Form; and (v) all other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges, together hereinafter referred to as the “Terms”.

All above terms and conditions can be accessed on our website www.hsbc.com.mt.

Definitions

“Account” means an account which is required to be maintained in your name for recording all transactions in relation to this contract including but not limited to the HSBC Advance VISA Platinum Credit Card. In relation to HSBC Advance Debit Card, “Account” refers to a savings and/or current account which can be directly accessed by the said Debit Card.

“Additional Card” means a Card issued to an “Additional Cardholder” under Clause 1.8.

“Additional Cardholder” means a person authorised by the Principal Account Holder to operate his/her account in terms of Clause 1.

“Additional User” means a person authorised to hold a Card with restricted facilities.

“Additional User Card” is a Card made available to an Additional User.

“ATMs” means automatic teller machines at which your card will be accepted, which may be operated by us or by someone else.

“Card” means the HSBC Advance VISA Platinum Credit Card or HSBC Advance Debit Card issued by us and any other card issued in the future which bears the same, similar or enhanced characteristics of the cards named here.

“Card Schemes” means VISA Europe and MasterCard International.

“Card Transaction” refers to any payment made for goods and/or services or cash withdrawn from a bank (including over the counter cash advances and/or ATM withdrawals) obtained by the use of the Card or Card number.

“Credit Card” refers to the HSBC Advance Visa Platinum Credit Card and any other card provided by us in the future which bears the same, similar or enhanced characteristics of the cards named here.

“Credit Limit” means the maximum debit (borrowed) balance permitted on the HSBC VISA Platinum Advance Credit Card Account as determined and notified to you by us from time to time.

“Debit Card” refers to the HSBC Advance Debit Card and any other card provided by us in the future which bears the same, similar or enhanced characteristics of the cards named here.

“HSBC Advance Proposition” refers to the package consisting of the HSBC Advance Account, HSBC Advance Visa Platinum Credit Card, HSBC Advance Debit Card and any other card issued in the future which bears the same, similar or enhanced characteristics of

the cards named herein as well as any ancillary benefits which may exist from time to time.

“Immediate Family” refers to spouses, partners and any dependents and children with legal guardianship up to 18 years of age, or 25 years if still in full time education, provided they reside in the same household as the eligible Advance customer.

“PIN” means the Personal Identification Number issued (or changed by you) for use with the Card.

“Principal Account Holder” means the customer(s) in whose name(s) the Account is held, and any additional card holder(s) attached to this account.

The terms used in these Advance Card Conditions of Use, unless defined herein or the context otherwise required shall bear the same meaning assigned to them in the General Terms.

Please read these Conditions and keep them in a safe place. You can ask for a copy of these Advance Card Conditions of Use at any time.

1. Use of the Card

- 1.1 The HSBC Advance International Debit Card and the HSBC Advance VISA Platinum Credit Card may be used both locally and overseas to pay for goods and services purchased from retailers and other merchants, to

withdraw cash from ATMs which display the VISA (in relation to the HSBC Advance Credit Card) and the VISA Electron (in relation to the HSBC Advance International Debit Card) logos, through the internet, or for any other purpose allowed by us from time to time, up to your credit limit in case of the Credit Card, and up to your available and cleared balance on your account(s) in the case of the HSBC Advance International Debit Card.

1.2 Use of the Card will be as we permit and may be:

- presented by you, the Additional Cardholder or the Additional User, either;
 - a. by entering your PIN on the Electronic Point of Sale provided by the retailers/ other merchants as the case may be; or
 - b. by signing a sales voucher or order form showing the Card number (among other details); or
- through an ATM or other machine, using a PIN; or
- carried out over the telephone quoting the Card number and other details; or
- to pay for goods and services through the internet or other electronic media. We strongly recommend the use of 'secure payment' sites and software when divulging your Card details over the Internet.

1.3 We may refuse to authorise use of the Card if:

- the transaction would cause your credit limit to be exceeded, or your account balance to be in unauthorised debit or if the transaction would cause the amount owing on your account plus any other amounts we have agreed to or authorised to exceed your credit limit, or account balance to be in debit; or
- your repayments are in arrears; or
- the transaction does not comply with any applicable terms as issued from time to time; or
- we consider that the Card or the Account has been, or is likely to be compromised. If we suspect that your card details may have been compromised we may block and replace your card. In such cases we will do our utmost to contact you before we block and replace your card. If, however, we do not contact you, we retain the right to block your existing card and replace it with a new one to seek to avoid any unauthorised use of your card.

We will mail the replacement card to the last address you have notified us. In such cases we will not, except as provided in the General Terms, be responsible to you for any loss or damage you may incur as a consequence of our actions.

If we stoplist the Card for any of the reasons outlined in this clause or in clause 12.3 of Part D of Section 1 of the General Terms, you may subsequently ask us to reactivate your Card. If we agree to reactivate your Card, you will be charged a reactivation fee. Details of the reactivation fee can be obtained from our Card Standard Account Fees brochure.

As part of our decision making process and in an effort to minimise the misuse of the Card, we may refer an authorisation request back to the merchant for further means of identification. This may also be done on a random basis for fraud prevention purposes.

When you place an order on the internet with merchants who participate in Verified by Visa and/or MasterCard SecureCode (designed to prevent fraud) you will be invited to register for the

service with the applicable Card Scheme. If you do not do so, as part of our fraud prevention measures we may not authorise further internet transactions with participating merchants.

- 1.4 You authorise us to charge to your Account all amounts paid or obtained by use of the Card, or any Additional Card, (including any amount charged back by another bank), together with all other amounts you owe us from time to time under these Advance Card Conditions of Use or any other terms relating to the use of the Card or your Account.
- 1.5 You cannot 'stop' a payment made by use of the Card. If a merchant effects a refund on a card transaction which was charged to your Account, we will credit your account upon receipt of the refund.
- 1.6 Whilst the Cards issued under the Card Schemes should be accepted by all merchants and banks that are members of the Card Schemes, it is possible that the Cards may not be accepted by some merchants or banks.
- 1.7 We may change your credit limit at our discretion. In case we decide to lower your credit limit, we will give you 30 days notice of

such change, unless we decide to forthwith implement such change for any of the objectively justified reasons outlined in clause 12.3 of Part D of section 1 of the General Terms.

- 1.8 If you are the Principal Account Holder, you may, from time to time, request us to issue Additional Cards to any of your immediate family members. The application must also be signed by the Additional Cardholder/ Additional User. In the case of a savings and/or current account the Additional Cardholder must be authorised to operate the Account in terms of a mandate filed with the Bank.

If your Card is linked to a number of accounts, the Additional Cardholder will be given an Additional Card that has access to all these accounts. The maximum number of accounts allowed will be determined by us.

- 1.9 We may cancel an Additional Card at any time at your request. You must also return the Card to us. If the Card is not returned, we may stoplist the Card.
- 1.10 We may also issue an Additional Card where you authorise a person within your immediate family to hold a Card with restricted use of the available

facilities (an “Additional User Card”), even though such person is not authorised to operate the Account(s). In such cases use of the Card will be as authorised by you and allowed by us.

- 1.11 The Additional Card(s) remain the property of the Bank at all times and must be returned to the Bank immediately upon our first demand. You are responsible for the return of any Additional Card.
- 1.12 You and any Additional Cardholder must not:
- exceed the credit limit/ cause your account to be in unauthorised debit. Any excess over the credit limit/ debit amount is immediately repayable to us. In calculating whether the credit limit has been exceeded/account balance is in unauthorised debit, we shall take into account the amount of any Card transaction authorised by us in favour of a third party but which has not yet been presented to us for payment;
 - use the Card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal by us or by any person acting on our behalf.

1.13 The Credit Card Account may not be kept in credit. If you keep any such Account in credit you will be in breach of the Advance Card Conditions of Use. You are warned that if you are in breach of this clause, you shall bear all the risks associated with unauthorised use of the Card. Any credit balance maintained on a Credit Card Account in breach of this clause shall not bear any interest. If you wish to have credit available on any of your Cards, you can make use of the HSBC Advance International Debit Card which in turn allows you to make withdrawals from HSBC ATMs worldwide free of charge.

2. Credit Cards: Annualised Percentage Rate of Charge, Statements, Interest, Appropriation of Payments and Immediate Repayability

2.1 This clause applies to credit card agreements signed after the coming into force of the Consumer Credit Regulations 2005 (Legal Notice 84 of 2005). The Annualised Percentage Rate of Charge (APR) is the total cost of the credit based on the interest rate and the annual card fee, on the assumption that:

- i. you spend your credit limit in full on local purchases at the start of the agreement;

- ii. you then repay it in 12 equal monthly instalments, inclusive of interest; and
- iii. local purchases do not attract interest for the first 56 days from the date we receive the first local purchase transaction.

Usage of the card in a different manner will affect the APR, due to other applicable charges stipulated in the Card Standard Account Fees brochure. Any change in the interest rate, in the credit limit, in the annual card fee, and the introduction and revision of any other charges, may affect the APR.

A statement is generated for each month when there have been transactions on your account. If you have subscribed to Personal Internet Banking (PIB), your account statements will be sent to you electronically, and you will receive a message informing you that your statement is available. You may deselect the e-statement option through PIB at any time. If you have not subscribed to PIB, or have deselected the e-statement option, we will send you the statement by post. You must pay us the minimum repayment due by the date specified in the eStatement/statement. If you do not pay us the minimum repayment due by the date

specified in the eStatement/ statement, you will incur a late payment fee. Details of such fee may be obtained from the Card Standard Account Fees brochure. The minimum payment shall be the greater of €12 or 5% (or any other value or percentage we may establish from time to time) of the outstanding balance shown on your eStatement/statement. You must also pay immediately any outstanding excess over the credit limit, any arrears of previous payments and the amount of any Card transaction made in breach of these Card Conditions of Use. You may in addition to the minimum repayments due, pay such greater sum (including the full outstanding balance) as you may choose.

- 2.2 Interest on cash advances shall be charged on a daily basis on the balance of the cash advance outstanding as from the date each cash advance is utilised, until full repayment is made to the account. No interest will be charged on the amounts of purchases repaid by you and credited to the Account within 25 days of the date of the statement of account on which those purchases first appear. The balance of any amount outstanding at the end of the 25 days period will be

charged interest until repaid in full. Purchases of gaming chips, travellers cheques, foreign currency, transfer of funds from credit card accounts and transactions effected at exchange bureaux are treated as cash advances.

- 2.3 If we are unable to produce or forward a statement, your liability for interest shall continue and for the purpose of calculating interest and establishing the date on which payment is due we may select the date when the statement should have been issued as the date from which interest will be calculated.
- 2.4 Once we receive payments we will use them to clear outstanding items on your account in the following order:
- a. in settlement of interest and fees;
 - b. against cash advances shown on the statement;
 - c. against purchases shown on previous statements;
 - d. against purchases shown on the most recent statement;
 - e. against cash advances not yet showing on any statement;
 - f. against purchases not showing on any statement.

The earliest item in each category is paid off first.

- 2.5 All amounts due on the Account will become immediately repayable in the event of:
- a. your insolvency or bankruptcy;
 - b. the Principal Account Holder having suspended or ceased to carry on their business or threatened to suspend or to cease to carry on their business;
 - c. breach by the Principal Account Holder or any Additional Cardholder or any Additional User of these Advance Card Conditions of Use;
 - d. your winding up, dissolution, merger or amalgamation;
 - e. the appointment of a liquidator, administrator or similar officer in your respect.

We may in addition to any other remedies available to us, take all the necessary steps to restrict any right to use the Account including the withdrawal of your Card.

3. Debit Cards: Statements

The frequency of statements is regulated under the General Terms and/or the terms and Conditions for Current and Savings Accounts.

4. Responsibility for the Card

- 4.1 These Advance Card Conditions of Use apply equally to all Additional Cardholders and Additional Users for the use of the Additional Card/Additional User Card.
- 4.2 It is the responsibility of the Principal Account Holder to ensure that the Additional Cardholders and Additional Users are fully aware and comply with these Advance Card Conditions of Use and General Terms.
- 4.3 The Principal Account Holder, the Additional Cardholders and Additional Users shall be liable jointly and severally for the Card and any obligation incumbent on the Principal Account Holder under these Advance Card Conditions of Use shall be construed to refer also to the Additional Cardholders and Additional Users.

This means that we have full discretion in recovering indebtedness (including all fees and charges) incurred by the Principal Account Holder, the Additional Cardholder/ Additional User from the Principal Account Holder or the Additional Cardholder/Additional User, or all.

4.4 Additional Cardholders and Additional Users do not have the right to enforce any of these Advance Conditions of Use except where such conditions refer specifically to them and the Additional Card/Additional User Card is still activated.

For your convenience, if either you or the Additional Cardholder/Additional User need a replacement Card or PIN, we may issue a replacement at the request of either of you. We reserve the right to refuse the issue of a replacement card.

5. Fees and charges

We will advise you all the information relating to charges, fees and interest applicable to your Account when you apply for the Card and whenever we apply any changes. For the charges incurred in using and in having any of the Cards, please refer to the Card Standard Account Fees brochure.

We will debit all charges, fees and interest to your Account.

If you break any of these Advance Card Conditions of Use you must also pay us our costs and expenses of enforcing this agreement and such charges as we may make to cover our administration costs.

If we provide you with any service which is not covered by these Advance Card Conditions of Use you must pay our charges for that service.

6. Mailing

Card, PIN, statement or other documents which need to be forwarded by us under these Advance Card Conditions of Use shall, at our option, either be served at or mailed to the address stated in the relevant application form as your address, or at any other new address notified to us in writing by you. Service by us shall be deemed to have been truly effected in accordance with the above.

7. Transactions on your Account

7.1 Debits to your Account:

- all Card transactions from your Account will normally be posted to your Account within three working days from transaction date or receipt by us of the details of the transaction, whichever is the latest.

7.2 Payments can be made in the following manner:

- by sending us a cheque by post;
- via a transfer by using the Debit Card at any of our local ATMs;

- by depositing a cheque/cash at any of our offices;
- by giving instructions to your branch to make a transfer to your Credit Card Account;
- by giving your Branch instructions to direct debit an account to settle either the monthly minimum repayment or the outstanding balance in full;
- by using our HSBC PhoneBanking Service;
- by using any HSBC Internet Banking Channel.

If a cheque/direct debit payment cannot be paid into your Account for reasons beyond our control you will be liable for interest backdated to the date the deposit was first credited and any charges due.

- 7.3 When you make a transaction in a currency other than euro, and you have subscribed to our internet banking services, you will be able to view an indicative amount of that transaction in euro. The amount in euro that is actually debited to your Account will vary to take into account the correct rate of exchange which is applied by the Card Schemes.

8. Protection and Security Guidelines

You must take all reasonable precautions to prevent the Card and PIN from being used fraudulently. These include:

- a. signing the Card immediately upon receipt;
- b. carrying the Card on your person or keeping the Card in a safe and secure place, and checking it regularly to ensure it has not been stolen;
- c. not allowing anyone else to use the Card or PIN;
- d. not interfering with any magnetic stripe or integrated circuit (chip) on the Card;
- e. not disclosing the Card number or other Card security code (except when properly using the Card) or PIN to make payments;
- f. memorising the PIN on receipt, and destroying any notification of your PIN;
- g. not writing down your PIN, or disclosing it, or any other Card details to anyone including the Police Authorities. You are to disclose Card details (excluding the PIN) to us only when in contact with us in connection with this agreement;

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- h. complying with any other reasonable instructions we issue regarding the safe-keeping of the Card, Card number or PIN;
 - i. checking that the correct amount is entered before authorising any transaction;
 - j. not disclosing sensitive card data such as CVV2, PIN, Card Number, Expiry Date and similar information especially via email;
 - k. ideally ensuring that transaction is conducted in your presence;
 - l. carefully checking whether you are entitled for a refund when returning goods. Check for clauses on receipts such as “No Refunds”;
 - m. ensure that you agree with the amount to be charged to your card when ordering items over the internet. This amount may include shipping, postage, handling and packing fees. Keep copies of all invoices/ correspondence indicating the description and costs of the ordered items;
 - n. carefully reading the terms and conditions provided by the merchant when ordering items over the internet especially, the return and cancellation policy;
 - o. being aware of scams such as notification of exorbitant winnings especially if you have not participated in the lottery and related price winning game. These can be received either by post or by electronic means such as email or pop-ups;
 - p. be aware from any persons offering assistance while using the ATM especially if you have not requested such assistance and the persons are not Bank employees;
 - q. when you suspect that you have left your card behind somewhere, we strongly suggest that first you report the card as lost to us before trying to search for the card, even if you think that you left card somewhere ‘safe’ or familiar. Once card is found we may then reactivate it;
 - r. always check the entries on your statement for possible processing errors that may have unintentionally occurred at the time of the transaction. Please note that the Bank does not check your statement.
- 9. Loss, theft or misuse of Card**
- 9.1 If the Card is lost or stolen or liable to be misused, or you suspect that somebody else may have discovered the PIN,

you must notify us immediately by phoning us on the 24 hour telephone number notified on our Card Mailer or on 2148 3809 or on any other telephone number we may provide you with, or by informing any of our branches (available only during office hours). We will then take steps to stop use of the Card, and where appropriate any Additional Card on your account. You must confirm your instructions in writing if we ask you to, by addressing a letter to the Card Operations Manager, HSBC Bank Malta p.l.c. P.O. Box 25, Qormi, QRM 3101. Cards should be cut through the magnetic stripe appearing at the back.

- 9.2 When you call us to stoplist your Card, we will give you a reference number. Upon your request, we will send you a written confirmation of your notification to the address you provide us with.
- 9.3 You must co-operate with us and the Police Authorities in our efforts to recover the Card if it is lost or stolen. You must also co-operate with us and the Police Authorities in our efforts to investigate any unauthorised transactions you report on your account. If you are asked to report such transactions to the Police Authorities, this must be done as soon as possible and in any event

within 24 hours of instruction. If you recover the Card you must not use it but should cut it through the magnetic stripe appearing at the back and return the Card to us.

10. Your Liability for claims against retailers and others

If you are in dispute with or have a claim against a retailer, merchant or bank over a transaction made using your Credit Card, you must still pay us all sums unrelated to the dispute. We may give you time to resolve any claim or dispute but may still require payment in accordance with this agreement.

11. Changing the Conditions of Use

- 11.1 These Advance Card Conditions of Use (including any fees or changes) as well as the characteristics of the product or service may be altered and further new Advance Card Conditions of Use or characteristics of the product or service may be added by us for security, legal, regulatory or market reasons or changes in internationally accepted banking practice or to take into consideration any increase in costs or decrease in the Bank's return or pursuant to the introduction of new products or technology. We will give you at

least 60 days written notice of any additions and/or changes to these Advance Card Conditions of Use.

11.2 If we withdraw any Card product, we may change your Card Account to an alternative product, change the terms of these Advance Card Conditions of Use in accordance with Clause 11.1 above and, if necessary issue you with a new Card. We may also cancel the Card that your new one replaces. The balance on your existing Account will become subject to the new terms.

11.3 Changes in the interest rates are regulated by the General Terms.

12. Direct Debits

The Bank is entitled, until further written notice from you, to direct debit any account you hold with any payment due on the Credit Card in accordance with your direct debit instructions.

To this end, you are required to keep in the account to be debited, sufficient funds to satisfy any payments to be made in accordance with such direct debit instructions.

13. Cash Payments In Your Credit Card Account

13.1 If you only deposit cash into your Credit Card Account over the counter at one of our branches or we receive cash from you

by personal delivery to be paid into your Credit Card Account, it will be credited to your Credit Card Account and available for you to withdraw immediately, provided you make such deposit before the cut-off time of 14:00 hours and you are not in arrears in your Credit Card payments. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

13.2 Cash Deposits into your Credit Card Account made over the counter at one of our branches or by personal delivery after the cut-off time of 14.00 hours; or made when you are in arrears in your Credit Card payments (even though made before the cut-off time of 14:00 hours), will be considered received by the Bank on the next working day, on which day it will be credited to your Credit Card Account.

14. Floating Pledge

14.1 You agree that any stocks, shares, bonds, units in collective investment schemes or other securities (collectively "securities") which you may here after have in the Bank's possession or in the possession of any other bank, company, firm or person to the Bank's order or for your account, whether or not such securities are held by the

Bank or such other third parties as custodians or nominees and howsoever such securities are registered, will be pledged to the Bank by way of security for the fulfilment of all your obligations under this agreement.

- 14.2 You further agree that any insurance policy in your name as policyholder and life assured and any insurance proceeds payable to you as beneficiary will be pledged to the Bank by way of security for the fulfilment of all your obligations under this agreement. To this effect, you hereby authorise the Bank to request and obtain information from any third party holding any securities/policy as aforesaid and you hereby authorise such third party to disclose to the Bank any information requested for this purpose.

15. Overrunning

- 15.1 Overrunning refers to the circumstance when you exceed the available credit balance or credit limit on an account without our express consent. We have the right not to honour payments which may cause an account to be overrun without our prior express agreement. Unless specifically agreed by the branch management you should not withdraw, transfer, make payments for an amount which

is not available in the account. We reserve the right to withdraw, at our sole discretion, any debit or credit card if an overrunning position is not corrected when advised to do so by us.

- 15.2 In instances where, at our sole discretion, the Account:
- a. which can be accessed by the Debit Card, is allowed to be overrun, an administrative fee will be charged per month or part thereof. Debit interest will also be charged on the daily debit balance at the rate shown on the statement of account. Details of the administrative fee applicable can be obtained from the Bank's General Tariff available in our branches, from our website or by contacting us on 2148 9101. Interest will be charged on daily debit balances and will be computed on the basis of a year of 360 days. Any changes to the debit interest rate or administrative fee to be applied in case of overrun Accounts will be notified as advised in clause 5 to 7 of Part D of Section 1 of the General Terms; or
 - b. which is required to be maintained for recording Credit Card transactions, is allowed to be overrun, you will be charged an over limit fee. Details of the

over limit fee can be obtained from the Card Standard Account Fees brochure. Any changes to the Over Limit Fee to be applied in case of overrun Accounts will be notified as advised in clause 5 to 7 of Part D of Section 1 of the General Terms.

16. Term & Termination

16.1 If you are benefiting from the HSBC Advance Proposition as a result of meeting the eligibility criteria, you can at any time choose to cancel the proposition. The HSBC Advance Proposition may also be removed by the Bank and without prior notice if you no longer meet the above mentioned eligibility criteria as detailed in section 16.4.

16.2 If you have applied for the HSBC Advance Proposition before September 2016 and are benefiting from the HSBC Advance Proposition against the monthly fee, your HSBC Advance Proposition and any of the Terms applicable to the HSBC Advance Proposition have an initial fixed term of 12 months from the date we first provided you with the Advance Proposition to you. These Terms would be renewable on a monthly basis after this time. A monthly fee applies to this service and you agree that we may debit the applicable monthly

fee for the HSBC Advance Proposition from your HSBC Advance Account each month for the fixed 12 month period. After the end of such 12 month period you agree that we can continue to debit the applicable monthly fee unless you tell us you no longer require the HSBC Advance Proposition. For the purposes of this clause a "month" means the period covered by your monthly charging period which is usually the same as your monthly statement period.

You may decide to terminate the entire HSBC Advance Proposition within the first 14 days from opening of the HSBC Advance Account or from receiving the Terms applicable to the HSBC Advance Proposition, whichever is the latest, or following the lapse of the initial fixed term of 12 months.

You can do this by going into one of our branches. For applications completed by telephone, the cancellation period will start from the date you receive the Terms applicable to the HSBC Advance Proposition in the post. Any monthly fees you have already paid will be refunded to you proportionately up to the date of termination and no future fees for the HSBC Advance Proposition will be deducted.

The HSBC Advance Proposition may also be removed by the Bank if you fail to pay the above mentioned monthly fee as detailed in section 16.4.

16.3 Subject to the above conditions, you may terminate the HSBC Advance Proposition by going into one of our branches.

- a. You must destroy any unused cheques and all cards bearing the Advance mark by cutting them through the magnetic stripe appearing at the back.
- b. Any such termination will bring to an end these Advance Account Terms & Conditions as well as the Terms in so far as they apply to the HSBC Advance proposition.
- c. In case of cancellation/ termination of the HSBC Advance Proposition, no charge for cancellation/ termination will be levied by us, provided you are a 'consumer' in terms of the Consumer Affairs Act (Chapter 378 of the Laws of Malta).

16.4 If you no longer meet the eligibility criteria or fail to observe these terms and conditions or are in breach of your HSBC Advance Card Conditions of Use or any other agreement with us the Bank reserves the right to cancel your existing proposition

or switch your current proposition to another proposition by giving you at least 60 days prior notice in writing which would include advising you of the terms and conditions including any fees of the new Programme (as applicable). In such case the Term & Termination Conditions in these Advance Account Terms & Conditions apply.

This notice period however shall not apply where the HSBC Advance Proposition, the Card, the Account or the Rewards Programme has been or is likely to be misused or in the event of any other serious reason including breach, or possible breach, by you (or any Additional Card Holder) of any of the HSBC Premier Terms and Conditions including failure to meet the eligibility criteria, in which case termination, cancellation or suspension will be immediate.

16.5 In the event that your HSBC Advance status is withdrawn or terminated either by you or by the Bank, any benefits and any credit limits enjoyed under the HSBC Advance proposition will be revoked and new, benefits, charges and credit limits (if any) of the new proposition will be provided. Immediately upon any such withdrawal or termination, any preferential discount on

interest rate granted on loans and other credit facilities as a result of such status, if any, will also be revoked and changed to the standard retail interest rate quoted on the sanction letter or other terms of the facility.

- 16.6 With regards to the Advance Rewards Programme, we reserve the right to immediately terminate or suspend your participation in the Programme and to deduct any Rewards Points you or any additional cardholder have earned if you have not observed these terms and conditions or are in breach of your HSBC Advance Card Conditions of Use or any other agreement with us. Moreover, should the Bank determine that the Programme is not being used by you for personal purposes, the Bank reserves the right to cancel your existing Proposition or switch you to another Programme at any time by giving you at least 60 days advance notice in writing which would include advising you of the terms and conditions including any fees of the new Programme (as applicable). Switching would entail that all benefits and any credit limits enjoyed under your present Proposition are revoked and new benefits, charges and credit limits (if any) of the new Programme provided.

17. Supervisory Authority

These Card Conditions of Use are in accordance with the Consumer Credit Regulations, 2010 (the 'Regulations') and the supervisory authority competent to monitor compliance with the Regulations is the Director of Consumer Affairs having its address at: Consumer and Competition Division, Office for Fair Trading, Cannon Road, Santa Venera, Malta.

18. Language

These Advance Card Conditions of Use are available in the English Language.

HSBC Bank Malta p.l.c. is a member of the HSBC Group, one of the world's largest banking and financial services organisations with more than 3,800 offices in 66 countries and territories in Europe, the Asia-Pacific region, the Americas, the Middle East and Africa.

Approved and issued by HSBC Bank Malta p.l.c.,
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