

# Advance Proposition

**Terms and Conditions**

The Advance Proposition is governed at all times by:

- i. these Advance Proposition Terms and Conditions;
- ii. the General Terms and Conditions – Accounts (the “General Terms”), in case you are a consumer in terms of the Consumer Affairs Act (Chapter 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);
- iii. the HSBC Card Conditions of Use;
- iv. the HSBC Advance Account Fact sheet brochure;
- v. the HSBC Advance Proposition Application Form;
- vi. the HSBC Advance Rewards Programme T&Cs, where applicable
- vii. the Personal Internet Banking charges, where applicable
- viii. the Depositor Compensation Scheme information sheet
- ix. the HSBC Life Cover Terms, where applicable
- x. the HSBC Advance Travel Information document
- xi. the HSBC Advance Travel Policy Card Holder terms
- xii. the Credit Card Contractual Form, where applicable
- xiii. the General Tariff for Personal Banking Customers,
- xiv. all other terms and conditions governing the relevant transactions, dealings, services, products, information, goods, benefits or privileges, together hereinafter referred to as the “Terms”.

**You must review all the above as applicable.**

In these terms and conditions 'HSBC Advance Proposition' refers to the HSBC Advance package consisting of the HSBC Advance Account (which refers to any savings or current account you hold with us), HSBC Advance Platinum Credit Card, HSBC Advance Visa International 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 Members"**

refers to spouses, partners living in the same household and also to your unmarried dependent children providing they are under 18 years of age or under 25 years if they are still in full time education and residing with one of the parents. Certain conditions to receive benefits apply. Please also refer to clause 1.4 of this brochure. Foster Children are also deemed to be Children of the Eligible Member.

**1.1 Eligibility:** As from September 2016, HSBC Advance has changed from a fee paying proposition to an eligibility based proposition. You can now enjoy all the benefits of HSBC Advance, free of charge, by meeting any one of the following eligibility criteria explained hereunder:

1. Crediting a minimum net annual income<sup>^</sup> of €20,000 to your HSBC Bank Malta p.l.c. account if applying as a sole customer or, a joint net annual income of €30,000 if applying jointly.
2. Holding a new or existing mortgage with HSBC Bank Malta p.l.c., equivalent to a minimum of €150,000 if applying as a sole customer or a minimum of €250,000 as a joint customer with a spouse or partner. Your salary must also be credited to your HSBC Bank Malta p.l.c. account to qualify.
3. Graduates who have obtained a minimum of MQF level 6 qualification will be eligible for the Advance Proposition for a period of 3 consecutive years (or for the duration of any personal loan taken with HSBC Bank Malta p.l.c. whilst such eligibility is applicable), as long as the application is processed within 5 years from the achievement of certification.\*

\*Customers' salary must be credited to their HSBC Malta p.l.c. account to qualify.

^For the purpose of this requirement "income" is defined strictly as:

- a. salary that is directly credited to your account by your employers;
- b. direct credits to your account originating from Rental income, Interest coupons and/or dividends affected via SEPA Payments;
- c. HSBC Interest, coupons and/or dividend payments;
- d. salary or other employment income credited through Personal Online Banking (PIB);
- e. rental income credited through Personal Online Banking;
- f. cheque deposits greater or equal to €500.

This proposition is available at no fee. The Bank reserves the right to remove your Advance status if you no longer meet one of the aforementioned eligibility criteria.

**1.2 Fusion:** As from October 2017, HSBC Fusion Sole Traders also started to benefit from the HSBC Advance Proposition through their Personal and Business relationship. HSBC Fusion Sole Traders must earn a minimum net income of €20,000 every calendar year and transfer this income from their Fusion account into their personal account.

**1.3 Fee:** Customers having applied for the HSBC Advance Proposition **prior to** September 2016 can retain the Advance Proposition even if they are not meeting the above criteria, but subject to the payment of the monthly fee. This fee will be debited monthly from any of your savings or current accounts held with us. In case you wish that we debit this monthly fee from a particular account, you are to inform us accordingly. If you have informed us which particular account is to be debited please note that should there be insufficient funds in such account the Bank will debit any other account in credit held in your name. Furthermore, the Bank reserves the right to terminate your existing product or switch your current product to the most suitable alternative, in line with the respective terms and conditions if you do not regularise your position with the Bank within 60 days from the date of the first notification by the Bank that a payment could not be effected. Details of the Advance Proposition fee can be found on the Advance Proposition application form or can be obtained from any one of our branches or on our dedicated website. Customers currently

paying this monthly fee and who meet the eligibility criteria in section 1.1 can at any point in time apply to benefit from the new Advance Proposition (offered at no cost as explained under 1.1 above) by going into one of our HSBC branches. Once you switch to the new proposition, the provisions of section 1.1 on eligibility will apply.

The Bank reserves the right to remove your Advance status if you no longer meet one of the aforementioned eligibility criteria.

**1.4 Benefits for Your Family:** HSBC Advance Principal Cardholders are entitled to all the proposition benefits. However, selected benefits can also be enjoyed by Immediate Family Members who are existing customers and hold accounts with HSBC Bank Malta p.l.c.

Travel insurance Benefit will, however, apply to your Immediate Family Members irrespective of whether these are HSBC Bank Malta p.l.c. customers or otherwise.

**1.5 Insurance:** Please note that within this Advance proposition, insurance cover will be provided even to customers who do not require such insurance cover. This cover will be free and will remain until you remain eligible to benefit

from this proposition.

We have the right to change the benefit of the insurance cover and the service providers relating to the insurance cover, including but not limited to the insurance underwriters and the brokers.

It is your responsibility to review carefully the terms of the insurance cover and understand the limits and exclusions of cover applicable.

## **2. Terms & Termination:**

2.1 If you are benefiting from the HSBC Advance Proposition as a result of meeting the eligibility criteria detailed in section 1.1 above, you can at any time choose to cancel the proposition. The HSBC Advance Proposition may also be removed by the Bank if you no longer meet the above mentioned eligibility criteria as detailed in section 2.4 below.

Please also refer to section 2.5.

2.2 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.

The 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 for 3 consecutive months. Please also refer to section 2.4 and 2.5 below.

- 2.3 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).
- 2.4 We may terminate this agreement

or cancel or suspend the HSBC Advance Proposition or the use of a Card at any time by giving you 60 days prior notice in writing or such other shorter notice period as may be allowed by law, advising you of the terms and conditions including any fees of the new Programme (as applicable). 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 of any of the HSBC Advance Terms and Conditions including failure to meet the eligibility criteria or failure to pay the monthly fee (as applicable), in which case termination, cancellation or suspension will be immediate. Please refer also to the full "Terms & Termination" conditions set out in this Section 2.

- 2.5 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 of the Advance status, 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. We would also close your HSBC Advance Visa Platinum Credit Card and you can apply for another credit card by visiting one of our branches. If you frequently use your debit card, we will order a replacement card for you and once you receive the replacement card we will cancel the Advance Visa International debit card. If your debit card has been inactive for more than 12 months, a replacement card would not be issued. Should you however wish to apply for the debit card at any subsequent point in time, you may do so by visiting one of our branches.

- 2.6 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 Advance Proposition 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 Proposition 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 Proposition (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 Proposition provided.

### **3. Conflict of Interest**

A Conflict of Interest ("Conflict") is a situation or arrangement where HSBC Group, or a company with which it has an association, ("HSBC") and/or any of its employees is subject to multiple influences, the competition of which might adversely affect decision-making or outcomes in the course of conducting business. HSBC has established procedures which are designed to identify and manage such conflicts. For further information,

refer to the HSBC Conflicts of Interest Policy Summary as per below link.

<https://www.hsbc.com.mt/documentsandtariffs>

#### **4.a. Privacy Notice**

Your privacy is important to us. We'll use your information and that of any additional Cardholder/ Additional User as explained in our Privacy Notice, in accordance with data protection legislation and other applicable legislation.

We have provided our Privacy Notice to you separately and will inform you when we make any changes to it. You can also find this at [www.hsbc.com.mt](http://www.hsbc.com.mt) or you can ask for a copy in any branch.

Where you give us any information about another person connected to your account such as the additional Cardholder/ Additional User, you must tell them what information you have given to us, and make sure they agree that we can use it as set out in the Privacy Notice.

Furthermore, where the Principal Account Holder holds other HSBC accounts in other jurisdictions, information held



may be shared between such other jurisdictions for Customer Due Diligence purposes.

#### **4.b. Consent in terms of Banking and Professional Secrecy Legislation**

For the purpose of HSBC being able to satisfy its obligations under the Banking Act of 1994 and the Professional Secrecy Act of 1994, you hereby give your express consent to us sharing your information with other members of the HSBC group (HSBC Holdings p.l.c., and or any of its affiliates, subsidiaries, associated entities, and any of their branches or offices) and any other third parties in the manner and to extent explained in the HSBC Privacy Notice.

You further accept that information that HSBC collects about you and your accounts with HSBC may also be shared with the Malta tax authorities and disclosed to tax authorities of another country or countries in which you may be tax resident as required by law or as is otherwise explained Our Privacy Notice. If any such disclosure requires your consent in terms of the above-mentioned banking and/or professional secrecy legislation, you shall be deemed to have

provided HSBC with the said consent.

In terms of data protection legislation, such disclosures shall only be made where necessary for HSBC to be able to comply with HSBC's legal obligations.

For avoidance of all doubts, consent granted under this clause (b) is not a consent in terms of GDPR [General Data Protection Regulation].

The way we share and process your information is explained in our Privacy Notice.

#### **5. Language**

These Advance Proposition Terms and Conditions are available in English.

#### **6. How to Complain**

The Bank takes customer service very seriously. If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the situation and, if necessary, set about putting matters right as quickly as possible.

We have the following complaint handling procedures:

You may submit your complaint

- by notifying your Branch Manager;
- by sending a secure message on Online Banking; or
- by calling our Contact Centre on +356 2148 9101.

If your complaint still has not been addressed to your satisfaction you may also complain to The Arbiter of the Financial Services, at the Office of the Arbiter of Financial Services, N/S in Regional Road, Msida, MSD1920, Malta or via e-mail complaint on [info@financialarbiter.org.mt](mailto:info@financialarbiter.org.mt), but before you do this we request you contact your Branch Manager/ Relationship Manager/Customer Relationship Officer.

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 offices in various countries and territories.

Approved and issued by HSBC Bank Malta p.l.c., (116, Archbishop Street, Valletta VLT1444). HSBC Bank Malta is a public limited company regulated by the Malta Financial Services Authority and licensed to carry out the business of banking in terms of the Banking Act (Cap.371 of the Laws of Malta).

[www.hsbc.com.mt/advance](http://www.hsbc.com.mt/advance)  
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