

# Terms and Conditions

## Foreign Currency Term Deposit

## 1. General

- 1.1 Term Deposit Accounts are not transferable. Customer must produce his/her ID card each time account is operated. Accounts may be opened in most international currencies. Accounts may also be opened via Internet Banking.
- 1.2 Accounts are subject to a minimum balance of €250 (equivalent in foreign currency).
- 1.3 Any additions to, withdrawals from, the capital on the account, can only be effected on the maturity date of the account. No transactions may be effected on the account during the term of the deposit, except in exceptional circumstances, and always at the Bank's discretion as stated hereunder (refer to point 2 below).
- 1.4 Funds placed on a Term Deposit Account are repayable on the maturity date shown on the relative statement of account.
- 1.5 The customer has to provide specific instructions to the Bank, by not later than the maturity date of the account, regarding any increase in the balance or withdrawal therefrom. Such instructions can also be given via Internet Banking. In the absence of specific instructions from the customer, the balance on the account will be renewed automatically for a further term at the rate and on the conditions prevailing at maturity date.
- 1.6 Any instructions to transfer funds into a different currency will be done at the prevailing rate of exchange when the transfer is effected. Transfers involving payments in foreign currency will attract the bank's standard tariff on such transfers.

## 2. Breaking of Term Deposit account

Where the Bank permits partial or complete breaking of a Term Deposit, the customer will lose all rights for any interest accrued/paid on the account. Any funds which are not withdrawn will be treated as a new term deposit starting from the date when the account was broken, and will be subject to the conditions and interest rates prevailing on that date.

## 3. Statements

Statements will be sent to account holders by post

when an account is opened, the account is renewed or the account is closed. In the case of accounts with terms in excess of 1 year, statements will be issued annually and on maturity.

## 4. Interest

Interest will be paid, at the contracted rate (shown on the statement of account), on the maturity date of the deposit or, in the case of terms in excess of 1 year, annually. Interest will be paid according to customer's instructions either by:

- Addition to existing capital (not available for terms in excess of 1 year), or
- Deposit to savings or current account held with the Bank.

## 5. Change of Address

The Bank must be notified immediately of any change of customer's address.

## 6. Final Withholding Tax

Unless advised otherwise by the account holder, withholding tax at a rate fixed by the Authorities, will be deducted from interest paid on accounts held by account holders who are resident in Malta.

## 7. Company Information

The Bank is registered in Malta, company registration number C 3177, with registered office and head office at 116, Archbishop Street, Valletta VLT 1444 . Contact details: 356 25970000. Facsimile: 356 2380 4923. Website: [www.hsbc.com.mt](http://www.hsbc.com.mt) The Bank is licensed to conduct the business of banking and investment services business by the Malta Financial Services Authority, Notabile Road Attard BKR 3000 Malta. Website: [www.mfsa.com.mt](http://www.mfsa.com.mt)

## 8. Complaints Procedure

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. Where appropriate we will also take steps to prevent a recurrence.

We have complaint handling procedures –

- your first point of complaint should be your Branch Manager or Relationship Manager;

- if you remain dissatisfied with the decision/outcome then escalate to the Service Quality official on telephone number 2380 2380 or in writing. The mailing address is HSBC Bank Malta p.l.c., HSBC Banking Centre, Mill Street, Qormi QRM 3101, Malta. E-mail complaints may be addressed to infomalta@hsbc.com.

You may also complain to the Arbiter of the Financial Services, at the Office of the Arbiter of Financial Services, First floor, St. Calcedonius Square, Floriana FRN 1530, Malta or via e-mail complaint info@financialarbiter.org.mt, but before you do this we request you contact your Branch Manager/Relationship Manager/Customer Relationship Officer.

## **9. Language**

These terms and conditions are also available in Maltese Language.

### **Other Terms & Conditions:**

**10.** The Bank may reject transactions and/or refuse to carry out instructions/requests for transactions on the accounts, if it reasonably believes that the transaction is in breach of any financial sanctions (whether OFAC, UN, EU or other sanctions issued by a competent authority in Malta or abroad).

**11.** The Bank reserves the right to lay down further conditions or to amend these terms and conditions (including any fees or charges) 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. The Bank will give reasonable notice to the Customer of any addition and/or changes to these terms and conditions.

**12.** The terms and conditions are governed by Maltese Law. The parties hereby submit to the non-exclusive jurisdiction of the Maltese Courts.