
HSBC Fusion
Terms and Conditions
September 2018



Welcome to HSBC Fusion

The new proposition that gives you, as a business owner, greater control over your personal and business banking financial needs, all in one place.

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1. Condition of Use

The HSBC Bank Malta p.l.c. Fusion Proposition (the “Fusion Proposition” or “HSBC Fusion”) is governed at all times by:

- these Fusion Proposition Terms and Conditions (the “Terms and Conditions”);
- 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; and
- all other terms and conditions governing the relevant transactions, dealings, services, products, information, goods, benefits or privileges, together hereinafter referred to as the “Terms”.

2. Eligibility

HSBC Fusion is designed for sole traders and professionals operating in their sole name, partnerships and small to medium companies and is being made available to customers of HSBC Bank Malta p.l.c. (the ‘Bank’) who are owners and manage their own business. In order to be eligible for HSBC Fusion, your business has to generate an annual business turnover not exceeding €2,000,000 and total existing business lending facilities granted under the Fusion Proposition up to €200,000.

The Bank may also consider certain persons or businesses as not being eligible for HSBC Fusion due to their complexity or inherent level of risk as would be evaluated by the Bank at its sole discretion. The Bank is also excluding certain lines of businesses and industry types from the Fusion Proposition.

The Bank reserves the right to terminate this proposition if it considers that you no longer remain eligible for the Fusion Proposition. Please refer also to Section 8 of these Terms and Conditions.

3. HSBC Fusion Products

If you are eligible for HSBC Fusion and are on-boarded as an HSBC Fusion customer, you shall be able to apply for HSBC Fusion products as set out below:

Fusion Basic Banking Products

Fusion Business Loan

Fusion Business Overdraft

Business Visa Cards and Debit Cards

The HSBC Fusion Products are regulated by their own specific terms and conditions and any Fusion Product will only be made available to you upon application and after assessment and approval by the Bank.

The Bank shall have the right to add or remove HSBC Fusion products, or to modify any current HSBC Fusion products from time to time as it deems necessary. In case of any modification which affects any Fusion products you already hold, you will be notified accordingly.

4. HSBC Premier and HSBC Advance

Through HSBC Fusion status, you will be able to apply for the HSBC Advance or HSBC Premier Propositions where you meet the eligibility thresholds as set out in the relevant terms and conditions for such HSBC Advance or HSBC Premier propositions. If you are a sole trader the

Bank shall consider your business and personal wealth as one relationship for the purposes of evaluating whether you satisfy the relevant eligibility criteria or not. For Partnerships and small and medium companies, only the personal wealth will be considered for evaluating eligibility criteria.

The HSBC Premier and HSBC Advance propositions are separate from HSBC Fusion and you need to apply for the specific propositions by completing the appropriate applications. Such applications will be assessed by the Bank in line with the applicable terms.

5. Use of HSBC Fusion Products

HSBC Fusion is intended to provide you with products to be used for the purposes of your business. You should therefore not use HSBC Fusion products for personal needs.

6. Collection, Processing and Sharing of Customer Information

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

You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing services to you. This does not affect any rights and obligations you or we have under data protection legislation.

Our Privacy Notice explains how we collect, use, disclose, transfer, and store your information and sets out your rights to your information. 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 or you can ask for a copy in any branch.

When you give us any information about another person connected to your account 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.

7. HSBCnet

HSBCnet is available to all customers within the HSBC Fusion proposition who specifically choose this service which is subject to a monthly fee.

However if you fall under any of the below category of customers – applying for HSBCnet is mandatory:

- i. Partnerships that opt for “both to sign” requirements for their business accounts.
- ii. Small Medium Businesses who require non business owners to have access to the business account to carry out business transactions on behalf of the owners.
- iii. Customer that require any complex transactions and services which only HSBCnet can support.

The monthly fee will also apply in the above circumstances. Details of the fee are available on our website.

HSBCnet has a different login from Internet Banking and customers utilising this service will not have visibility of their personal accounts through HSBCnet.

Any support and information on HSBC*net* can be found on our website www.business.hsbc.com.mt/en-gb/ways-to-bank

A dedicated customer service line to support customers on any queries including the set up of HSBC*net* is available through +356 2380 8000

8. Termination

If you are an HSBC Fusion customer, you can, at any time choose to terminate the Fusion Proposition by going into one of the Bank's branches and notifying us accordingly. This will mean that HSBC Fusion products will no longer be available to you.

Any such termination will bring to an end these Terms and Conditions.

In the event that your HSBC Fusion status is withdrawn or terminated either by you or by the Bank, any benefits and any credit limits enjoyed under the HSBC Fusion proposition will be revoked.

We may terminate or suspend your Fusion Proposition or the use of cards issued under the Fusion Proposition at any time by giving you 60 days prior notice in writing, or such other shorter notice period as may be allowed by law. Where you have provided the Bank with an e-mail address the Bank may provide you with such notification by e-mail only. This notice period shall however not apply where the Fusion Proposition, or any one of the HSBC Fusion products 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 General Terms, these Terms and Conditions and the Terms, including failure to continue to meet

the HSBC Fusion eligibility criteria, in which case termination, cancellation or suspension will be immediate and no notification by the Bank will be required.

If the Bank terminates the Fusion Proposition because you no longer remain eligible but you still require banking services, a referral will be progressed with HSBC Commercial Banking.

9. Jurisdiction

These Terms and Conditions are governed by Maltese Law and, for the benefit of the Bank the account holder is hereby submitting to the non-exclusive jurisdiction of the Maltese courts.

10. 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>

11. Transferring Rights and Obligations

We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations to someone we reasonably consider capable of performing them. This includes us appointing another HSBC Group company as our agent (i.e. to act on our behalf) for debt recovery purposes. You may not transfer any of your rights or obligations in relation to your account or transfer or assign any account or deposit.

12. How to Complain

If the Bank does not deliver the standard of service you expect, or if you think we have made a mistake, please let us know.

The Bank will investigate the situation and, if necessary, seek to resolve the issue as quickly as possible. Where appropriate the Bank will also take steps to prevent a recurrence.

The Bank has the following complaint handling procedures – Your HSBC first points of complaint at HSBC are:

- Contact Centre: (+356) 2380 2389 or via Personal Internet Banking message
- Branches: Branch Managers or Business Specialist
- Mail: Customer Experience Team, Customer Value Management, HSBC Bank Malta p.l.c., RBWM Building, Mill Street, Qormi QRM 3101, Malta.

You can also ask for your case to be reviewed by management at a higher level within the Bank if you are not satisfied.

Please write to:

The Head of Customer Experience,
Customer Value Management,
HSBC Bank Malta p.l.c.,
RBWM Building,
Mill Street,
Qormi QRM 3101,
Malta.

If despite our best efforts, you are not entirely satisfied with our handling of your complaint, you have the right to refer the matter to the:

Office of the Arbiter for Financial Services:

First Floor
St Calcedonius Square
Floriana FRN5130
Malta

Or

Email:
complaint.info@financialarbiter.org.mt.

For more information
Call 2380 2389
Visit one of our Branches
Visit hsbc.com.mt/fusion

Approved and issued by HSBC Bank Malta p.l.c.,
116, Archbishop Street, Valletta VLT1444
www.hsbc.com.mt/fusion

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