

Termini tan-Negozju Terms of Business

Mortgage Protection Managers

Introduzzjoni

Il-*"Mortgage Protection Managers"* ta' HSBC Bank Malta p.l.c. ("il-Bank") ser joffru servizzi ta' eżekuzzjoni tal-ordni tal-klijent, fir-rigward tal-*"Loan Protector Plan"* mingħajr ma jkun ingħata parir.

Il-*"Loan Protector Plan"* hija offruta minn HSBC Life Assurance (Malta) Limited li hija sussidjarja proprjetà sħiħa ta' HSBC Bank Malta p.l.c.

1. Min aħna

L-HSBC Bank Malta p.l.c. (C3177) li għandha uffiċċju registrat f'Nru 116, Triq l-Arcisqof, Valletta, Malta, VLT 1444 hija membru tal-Grupp HSBC.*

*Il-Grupp HSBC ifisser l-HSBC Holdings p.l.c. u l-kumpaniji sussidjarji u assoċjati tiegħu.

2. Ir-Regolatur tagħna

L-Awtorità Maltija għas-Servizzi Finanzjarji (l-MFSA), li tinsab fi Triq Notabile, H'Attard.

3. Komunikazzjoni

- 3.1 Servizzi fuq bażi ta' eżekuzzjoni tal-ordni tal-klijent* mingħajr parir, fuq kopertura tal-assigurazzjoni jingħataw wiċċ imb wiċċ f'Malta biss fil-bini tal-HSBC Bank Malta p.l.c.
- 3.2 Tista' tagħmel kuntatt magħna bl-indirizz, numru tat-telefon jew *email* li hemm fuq il-business card tal-*"Mortgage Protection Manager"*.
- 3.3 Tista' tikkomunika mal-Bank sew bil-Malti kif ukoll bl-Ingliż, u tircievi kopja tat-Termini tan-Negożju biż-żewġ lingwi. Il-Bank jagħtik id-dokumenti u informazzjoni oħra bil-lingwa Ingliża.
- 3.4 Il-verżjoni bil-lingwa Ingliża hija l-verżjoni awtentika u f'każ ta' kunflitt ta' interpretazzjoni bejn il-verżjoni bil-lingwa Maltija u dik Ingliża, il-verżjoni Ingliża tipprevali.

*Meta noffru servizz ta' eżekuzzjoni tal-ordni tal-klijent mingħajr parir, il-Bank ser ikun sempliċiment qed jeżegwixxi l-istruzzjonijiet speċifiċi tiegħek mingħajr ma' jtik ebda parir.

4. Il-Politika tal-HSBC dwar Kunflitti ta' Interess

- 4.1 Kunflitt ta' Interess ("kunflitt") jinħoloq meta HSBC Group, jew kumpanija li hi assoċjata magħha, u/jew impjegati tal-HSBC ikunu sugġetti għal ċerti influwenzi li l-kompetizzjoni fihom tista' teffettwa ħażin it-teħid tad-deċiżjonijiet jew ir-riżultat tat-tmexxija tan-negożju fejn jidhul distribuzzjoni tal-assigurazzjoni.

Jistgħu jiġu drabi meta aħna, jew xi klijent ieħor tagħna, ikollu xi forma ta' interess fit-transazzjoni li nkunu qed nagħmlu lilek. F'każi bħal dawn, aħna ninkludu biżżejjed dettall biex inti tkun tista' tiegħu deċiżjoni infurmata fir-rigward tad-distribuzzjoni tal-assigurazzjoni fil-kuntest li jkun inqala' l-kunflitt ta' interess dwaru.

Introduction

The Mortgage Protection Managers of HSBC Bank Malta p.l.c. (the "Bank") will offer non-advisory services relating to the reducing protection policy named "Loan Protector Plan".

The Loan Protector Plan is offered by HSBC Life Assurance (Malta) Limited which is a wholly owned subsidiary of HSBC Bank Malta p.l.c.

1. Introducing ourselves

HSBC Bank Malta p.l.c. (C3177) having its registered address at 116, Archbishop Street, Valletta, Malta, VLT 1444 is a member of the HSBC Group.*

*The HSBC Group means HSBC Holdings p.l.c., its subsidiaries and its associated companies.

2. Our Regulator

The Malta Financial Services Authority (MFSA) which is located in Notabile Road, Attard.

3. Communication

- 3.1 The provision of non-advisory services* in relation to insurance cover shall be provided by the Bank only in Malta, on a face to face basis within the premises of HSBC Bank Malta p.l.c.
- 3.2 You can contact us at the address, telephone number and email shown on your Mortgage Protection Manager's business card.
- 3.3 You will have the opportunity to communicate with the Bank either in Maltese or in English and receive a copy of the Terms of Business in both languages. The Bank will provide you with documents and other information in English language.
- 3.4 The English version is the authentic version and in case of a conflict of interpretation between the Maltese and English versions, the English version shall prevail.

*When providing "non advisory" services the Bank will be merely executing your specific instructions without providing you with any advice.

4. HSBC Policy on Conflict of Interest

- 4.1 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 with respect to insurance distribution.

Occasions can arise where we, or one of our other clients, will have some form of interest in business which we are transacting for you. In such cases, we shall include sufficient detail to enable you to take an informed decision with respect to the insurance distribution in the context of which the conflict of interest arises.

4.2 L-HSBC jipprovdi firxa wiesgħa ta' servizzi finanzjarji, u għalhekk, minn żmien għal żmien jista' jkollu interessi li jikkawżaw kunflitt mal-interessi tal-klijenti jew mad-doveri li jkollu lejn il-klijenti tiegħu.

Jistgħu jinqalgħu kunflitti bejn:

- Klijent u ieħor;
- HSBC u klijent;
- Impjegat u klijent;
- Impjegat u l-HSBC; u/jew
- Parti mill-HSBC u oħra.

4.3 L-HSBC stabbilixxa sistemi u proċeduri mfassla biex jidentifikaw, u jipprevjenu jew jikkontrollaw il-Kunflitti. Dawn jinkludu arrangamenti biex ikunu mħarsa l-interessi tal-klijenti. L-istrutturi organizzattivi tal-HSBC huma mfassla b'mod li mgieba li tista' twassal għal kunflitt ma tiġix iċċentivata jew ma tingħatax rikonoxximent.

4.4 Fejn ikun meħtieġ, l-HSBC jillimita ċerta informazzjoni milli tgħaddi għand ċerti impjegati biex jipproteġi l-interessi tal-klijenti tiegħu u biex ma jkunx hemm aċċess li mhux xieraq għall-informazzjoni tal-klijent.

4.5 L-HSBC jista' wkoll jinneozja bħala l-Principal tal-kont tiegħu u jista' jkun qed iqabbel it-transazzjonijiet ma' ta' klijent ieħor. F'każ bħal dan, għandna l-proċeduri neċessarji biex jipproteġu l-interessi tal-klijent.

4.6 F'ċerti każi, il-proċeduri u l-kontrolli tal-HSBC jistgħu ma jkunux biżżejjed biex jassiguraw li ma ssirx ħsara lill-interessi tal-klijent minħabba kunflitt ta' interess li jista' jinqala'. L-HSBC jista' jżvela l-possibbiltà ta' kunflitt ta' interess lill-klijent, filwaqt li jispjega kif ikunu ttrattati dawn il-kunflitti u kif jitnaqqas ir-riskju ta' ħsara lill-interessi tal-klijent. L-iżvelar isir qabel jintemm il-kuntratt, b'mezz li jibqa', u filwaqt li jkun meqjus x'tip ta' klijent ikun, dan ikun jinkludi biżżejjed dettall biex il-klijent ikun jista' jieħu deċiżjoni infurmata. Madankollu, f'xi drabi, id-dmir tal-kunfidenzjalità lejn xi klijent jista' jillimita l-informazzjoni li tkun żvelata lil klijent ieħor.

F'ċerti każi, l-HSBC jista' jikkunsidra li ma jirrapprezentax lil xi klijent, jew lil iktar minn klijent wieħed.

Per eżempju jekk:

- Kunflitt ikun kbir wisq;
- L-obbligi tal-kunfidenzjalità ma jhallux li tiġi żvelata ċerta informazzjoni; u/jew
- Ma jistax jinkiseb kunsens b'mod infurmat, jew mhux biżżejjed biex ikun ikkontrollat Kunflitt.

4.7 Jekk ikollok xi mistoqsijiet oħra li għandhom x'jaqsmu mal-proċeduri li jħaddem l-HSBC, għandek tikkuntattja il-*"Mortgage Protection Manager"* rispettiv tiegħek, u dan iressaq il-mistoqsija tiegħek fejn hemm bżonn. Tista' ssib verżjoni iqsar tal-Politika relatata mal-Kunflitti ta' Interess tal-HSBC fuq is-sit tagħna.

4.2 HSBC provides a wide range of financial services, hence may from time to time have interests that conflict with its clients' interests or with the duties that it owes to its clients.

Conflicts can arise between:

- One client and another;
- HSBC and a Client;
- An employee and a client;
- An employee and HSBC; and/or
- One part of HSBC and another.

4.3 HSBC has established policies and procedures that are designed to identify, and prevent or manage Conflicts. These include arrangements to safeguard the interests of clients. HSBC's organisational structures are designed so that behaviour that could lead to Conflicts is not incentivised or rewarded.

4.4 Where necessary, HSBC restricts the flow of information to certain employees in order to protect its clients' interests and to prevent improper access to client information.

4.5 HSBC may also deal as Principal for its own account and may be matching transactions with another client. Procedures are in place in order to protect the client's interest in this instance.

4.6 In some cases, HSBC's procedures and controls may not be sufficient to ensure that a potential conflict of interest does not damage a client's interests. HSBC may make general disclosures to clients about certain types of potential conflicts, explaining how such conflicts are managed to mitigate the risk of damage to clients' interests. Specific disclosures will be made prior to the conclusion of a contract, in a durable medium, and include sufficient detail, taking into account the nature of the client, to enable that client to take an informed decision. However at times, a duty of confidentiality to one client might limit the disclosures that can be made to another.

In some cases, HSBC will consider declining to act for one or more clients.

For example if:

- A conflict is too great;
- Confidentiality obligations prevent adequate disclosure; and/or
- Informed consent cannot be obtained, or is an insufficient control to manage a Conflict.

4.7 You may have further questions which relate to the underlying procedures related to conflict within HSBC. In such cases you should contact your respective Mortgage Protection Manager who will direct your query accordingly. The HSBC Conflicts of Interest Policy Summary is available on our website.

5. L-istruzzjonijiet tiegħek

- 5.1 Aħna nitolbu lill-klijenti jagħtuna l-istruzzjonijiet bil-miktub, biex nevitaw nuqqas ta' ftehim.
- 5.2 Int trid tavżana bil-miktub b'dawk l-individwi awtorizzati li jagħtuna struzzjonijiet f'ismek. Ikun jeħtiġilna nidentifikaw lil dawn l-individwi, skont kif hemm spjegat f'Sezzjoni 9, u int trid tagħtina xempji tal-firem tagħhom. Meta nirċievu struzzjonijiet ta' xi persuna li hi, jew li jidhrilna in bona fede li hi, awtorizzata biex tagħti dawk l-istruzzjonijiet, aħna nistgħu, mingħajr ma nagħmlu iktar mistoqsijiet, naċċettaw dawk l-istruzzjonijiet u nagixxu fuqhom.
- 5.3 Madankollu, aħna nistgħu nirrifjutaw li nagixxu fuq l-istruzzjonijiet tiegħek jew fuq dawk li jingħataw f'ismek jekk ikollna xi dubji dwar l-awtenticiċità tagħhom jew jekk l-eżekuzzjoni tagħhom tkun se tikser xi liġi, xi Prattika tas-suq, xi politika ta' HSBC Group, xi regola jew regolament ta' xi organizzazzjoni awtoregulatorja rilevanti li nagħmlu parti minnha.

Jekk jogħġbok ara wkoll Sezzjoni 10.3

6. Drittijiet u kummissjoni

- 6.1 Għalkemm bħalissa aħna ma nitolbu x f'isem ta' servizz tal-ordni tal-klijent mingħajr parir, nistgħu nitolbu f'isem ta' għar rigward ta' ċerti servizzi li inti titlobna. Madankollu, qabel ma nagħmlu xi xogħol li għalih jintalab f'isem ta' għar, nistgħu ninfurmu lill-klijent ta' d-dettalji bil-miktub tad-drittijiet li tkun se tintalab tħallas. Fejn l-ammont ma jistax ikun magħruf bil-preciz, il-mod kif ikun inħadem l-ammont jiġi spjegat ċar lilek qabel ma jingħata s-servizz. Int trid tħallasna dawn l-ispejjeż u drittijiet malli aħna nitolbuhomlok.
- 6.2 Aħna nistgħu nħallsu u/jew nirċievu drittijiet, kummissjonijiet u/jew benefiċċji oħra non-monetarji lil, jew mingħand xi kumpanija fil-Grupp HSBC jew parti terza oħra, fejn dan huwa permess mill-MFSA, għal prodotti ta' assigurazzjoni magħmula.

Eżempji ta' benefiċċji non-monetarji jinkludu: parteċipazzjoni f'konferenzi, seminars u avvenimenti oħra ta' taħriġ fuq il-benefiċċji u l-karatteristiċi ta' strument finanzjarju partikulari jew ta' servizz finanzjarju, informazzjoni jew dokumentazzjoni relatata ma' strument finanzjarju jew servizz ta' investment, għotja ta' valur de minimis, bħal ikel u xorb waqt *business meeting* jew konferenza, seminar jew avvenimenti ta' taħriġ oħrajn.

B'rabta ma' prodotti ta' assigurazzjoni, id-drittijiet u/jew kummissjonijiet li nirċievu jkunu inkorporati fil-primjum imħallas fil-kont tal-polza u ma tingħatax informazzjoni separata fuq dawn.

Dettalji tat-termini u kundizzjonijiet kollha li jinkludu drittijiet relatati mal-Loan Protector Plan, tista' issibhom fuq il-Brochure, dokument tal-Karatteristiċi ewlenin u Termini u Kundizzjonijiet tal-Polza. Dawn id-dokumenti jstgħu jingħabru mill-fergħat kollha tal-HSBC kif ukoll mis-sit elettroniku. Huwa importanti li tiegħu il-hin tiegħek biex tirrevedi u tifhem dawn id-dokumenti b'mod sħiħ. It-termini li jorbtu il-*"Loan Protector Plan"* ser ikunu stabbiliti fit-termini tal-prodott.

5. Your instructions

- 5.1 We require our clients to give us instructions in writing, to avoid possible disputes.
- 5.2 You will advise us in writing of any individuals authorised to instruct us on your behalf. We would need to identify such individuals as detailed in Section 9 and provide us with specimen copies of their signatures. We may, without further enquiry, accept and act on the instructions of any person who is, or in good faith is believed to be, authorised to give such instructions.
- 5.3 We may however refuse to act on your instructions or those given on your behalf if we are in any doubt as to their authenticity or if acting on them would be a breach of any law, market practice, HSBC Group policies or rules and regulations of any relevant self-regulatory organisation to which we may belong.

Please refer also to Section 10.3.

6. Fees and commission

- 6.1 Although we do not currently charge fees for non-advisory services, in relation to insurance cover, we may do so in respect of certain services you ask us to provide. However, before we carry out any chargeable work, you will be given written details of the fees to be charged. Where the amount cannot be ascertained, the method of calculating that amount will be clearly disclosed prior to providing the service. Once we have provided such notification, you will pay us, on demand, such costs and charges.
- 6.2 We may pay and/or receive fees, commissions and/or non-monetary benefits to and from a company in the HSBC Group or other third party, where permitted by the MFSA rules, related to any take up by you of an insurance product.

Examples of non-monetary benefits include: participation in conferences, seminars and other training events on the benefits and features of a specific product or a service, information or documentation relating to a product or a service, hospitality of a reasonable de minimis value, such as food and drink during a business meeting or a conference, seminar or other training events.

In relation to products that provide insurance cover, any fees and/or commissions we receive, will be incorporated in the premium paid to the policy account and no separate disclosure will be provided.

Details of all the terms and conditions including fees related to the Loan Protector Plan are available in the brochure, key features document and the policy terms and conditions. Such documentation is available from all our HSBC branches and also on our website. It is important that you take the time to fully review and understand such documentation. The binding terms of the Loan Protector Plan will be as set out in the product terms.

7. Il-kuntatt miegħek

Sakemm int ma tavżaniex mod ieħor, aħna nassumu li int taqbel li aħna nċemplulek jew niġu nżuruk u li nikkomunikaw miegħek permezz ta' ittra u/jew email.

Inti taqbel li aħna nistgħu nużaw kwalunkwe dettalji ta' kuntatt li inti provdejtliha li jinkludu l-Indirizz postali, numru tat-telephone, u indirizz elettroniku biex nikkuntattjawk. Inti taqbel ukoll li nistgħu nikkuntattjawk għal raġunijiet ta' servizzi jew operattivi fuq kull indirizz li int tidher li għandek u li aħna nistgħu niksibu minn sors pubbliku (inkluż ir-registru elettorali u s-sit tal-MFSA fost oħrajn).

Minħabba raġunijiet ta' sigurta, u biex inkunu konformi mal-proċeduri u l-ħtiġiet regolatorji ta' HSBC Group, it-telefonati li jagħmlu u jirċievu l-*"Mortgage Protection Managers"* ikunu rrekordjati. Aħna nżommu wkoll records ta' emails u ta' modi oħra li bihom ikkomunikajna. Dawn jinżammu u jkunu aċċessati skont il-proċeduri ta' HSBC Group u r-regoli u r-regolamenti li japplikaw. Dawn jinżammu għal perjodu ta' 5 snin u matul dan iż-żmien int tista' titlob kopja tagħhom. Dawn ir-records jibqgħu tagħna biss u jistgħu jintużaw bħala evidenza fi kwalunkwe argument li jinqala' jew li jkun antiċipat.

8. Avviż ta' Privatezza u Qsim tal-Infommazzjoni

Il-mod kif naqsmu u nipproċessaw l-infommazzjoni tiegħek hu spjegat fl-Avviż ta' Privatezza tagħna.

Aħna nipprovdulek l-Avviż ta' Privatezza separatament u ninformaw meta nagħmlu xi tibdil fiha. Tista' issib dan ukoll fuq is-sit www.hsbc.com.mt jew tista' titlob kopja fi kwalunkwe fergħa tagħna.

L-Avviż tal-Privatezza għar-Retail Business tagħna japplika għal infommazzjoni personali miżmuma minn HSBC Bank Malta p.l.c. u HSBC Life Assurance (Malta) Ltd bħala kontrolluri tad-data. Dan jispjega x'infommazzjoni niġbru dwarek, kif se nużaw dik l-infommazzjoni, ma' min se naqsmuha, iċ-ċirkostanzi li fihom naqsmuha u x'passi se nieħdu biex niżguraw li tibqa' privata u sigura. Dan jibqa' japplika anke jekk jintemm il-ftehim tiegħek għal prodotti u servizzi tal-bank, ta' assigurazzjoni, ta' investment, jew oħrajn. Dan għandu jinqara flimkien mat-termini u kundizzjonijiet tal-prodotti tal-bank u/jew prodotti oħrajn, minħabba li dawn jistgħu jinkludu wkoll sezzjonijiet relatati mal-użu u l-iżvelar tal-infommazzjoni.

Biex l-HSBC ikun jista' jaqdi l-obbligi tiegħu skont l-Att Bankarju tal-1994 u l-Att dwar is-Segretezza Professjonali tal-1994, inti hawnhekk tagħtina l-kunsens tiegħek biex naqsmu l-infommazzjoni dwarek ma' membri oħrajn tal-grupp HSBC (HSBC Holdings plc, u/jew affiljati tagħha, sussidjarji, entitajiet assoċjati magħha, u kwalunkwe fergħa jew ufficcju tagħha) u ma' partijiet terzi oħrajn.

9. Identifikazzjoni

Taħt l-Att dwar il-Prevenzjoni tal-Hasil ta' Flus inti mistenni li turi evidenza sodisfaċenti tal-identità tiegħek. L-aħjar ikun li turi l-karta tal-identità jew il-passaport. Aħna obbligati wkoll nivverifikaw l-indirizz ta' fejn toqgħod, u nistgħu nitolbuk iġġibbilna dokumenti ta' prova, pereżempju kontijiet tad-dawl, telefon eċċ. Jekk int ma tkunx tista' iġġib evidenza sodisfaċenti tal-identità jew verifika tal-indirizz fejn toqgħod, aħna ma nkunux nistgħu nkomplu naħdmu miegħek. Aħna wkoll marbutin li nieħdu u nżommu fotokopji tal-karti tal-identità, passaporti u evidenza oħra ta' identifikazzjoni li inti tipprovidi.

7. Contacting you

Unless you advise us to the contrary we will assume that you agree to us telephoning or visiting you and to communicating with you by letter and/or by e-mail.

You agree that we may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and email address to contact you. You also agree that we may contact you for service or operational reasons on any address in which you appear to hold any abode and which may be obtained by us from any public sources (including the electoral register and MFSA website amongst others).

For your security, and to enable us to comply with HSBC Group procedures and regulatory requirements, telephone calls made or received by our Mortgage Protection Managers will be recorded. We will also keep records of e-mails and other communication between us. Such recordings will be stored and accessed in line with HSBC Group procedures and applicable rules and regulations. Such records will be kept for a period of 5 years and you may ask us for a copy of such records during this period. These records remain our sole property and may be used as evidence in any dispute or anticipated dispute.

8. Privacy Notice & Sharing of Information

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

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.

Our Privacy Notice for Retail Business applies to personal information held by HSBC Bank Malta p.l.c. and HSBC Life Assurance (Malta) Ltd as data controllers. It explains what information we collect about you, how we will use that information, who we will share it with, the circumstances when we will share it and what steps we will take to make sure it stays private and secure. It continues to apply even if your agreement for banking, insurance, investment or other products and services with us ends. It should also be read alongside your banking and/or other product terms and conditions, as these may also include sections relating to the use and disclosure of information.

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 plc, and/or any of its affiliates, subsidiaries, associated entities, and any of their branches or offices) and any other third parties.

9. Identification

Under the Prevention of Money Laundering Act you are required to produce satisfactory evidence of your identity. Ideally this will be by way of ID card or passport. We are also required to verify your residential address and may ask you to provide us with appropriate documents such as utility bills. If you are unable to provide satisfactory evidence of identity and verification of residential address then we will not be able to conduct business with you. We are also bound to make and retain photocopies of ID cards, passports, or other identification evidence that you provide.

10. Ir-responsabbiltajiet tagħna u tiegħek

10.1 Il-Bank ma jinżammx responsabbli għal dan li ġej:

- i. Żbalji ta' ġudizzju magħmula in bona fede;
- ii. Azzjonijiet jew omissjonijiet li jsiru waqt l-għoti tas-servizz, jew nuqqas ta' eżekuzzjoni, parzjali jew totali, ta' xi obbligu taħt dawn it-Termini, kawża ta':
 - Strajks;
 - Qtagħ fil-provvista tal-elettriku;
 - Hsara fil-makkinarju; jew
 - Kawżi oħra li ma jkollniex kontroll fuqhom.

Aħna responsabbli biss għal azzjonijiet jew omissjonijiet li jkunu kkawżati bin-negliġenza tagħna, bi frodi jew b'nuqqas intenzjonat.

10.2 Xejn milli hawn f'dawn it-Termini ma jeskludi jew jirrestringi:

- i. kwalunkwe obbligu li għandna lejך taħt l-*"Insurance Distribution Act"*; jew
- ii. kwalunkwe obbligazzjoni li nistgħu ngarrbu taħt l-*"Insurance Distribution Act"* għar-rigward ta' xi ksur ta' tali obbligu.

10.3 Hija responsabbiltà tal-klijent li jassigura li tingħata informazzjoni eżatta u aġġornata waqt il-laqqgħat mal-Bank għax din l-informazzjoni joqogħdu fuqha u jużawha l-*"Mortgage Protection Managers"*.

Il-Bank irid ikun aġġornat mill-ewwel rigward bidliet materjali f'xi informazzjoni li tkun ingħatat. L-għoti ta' informazzjoni hażina jew li mhix eżatta jista' jwassal biex il-Bank jirrifjuta li jsir ċertu negozju.

Il-Bank mhux responsabbli għall-ebda telf min-naħa tiegħek jekk ma jaċċettax li jagħmel negozju miegħek jew jirrifjuta li jsegwi l-istruzzjonijiet tiegħek minħabba li int ma tkunx tajtu informazzjoni li jkun talbek b'mod raġonevoli jew jekk isir konxju li l-informazzjoni li tajtu m'għadhiex eżatta jew aġġornata.

11. Terminazzjoni

Sew int kemm aħna nistgħu meta rridu nitterminaw l-awtorità tagħna li naġixxu f'ismek, mingħajr penali. Irid jingħata avviż bil-miktub u dan jieħu effett immedjat. It-terminazzjoni ssir mingħajr preġudizzju għat-tkomplija sat-tmiem ta' transazzjonijiet mibdija u għall-ġbir ta' kull spiża, dritt u kummissjoni pendenti.

10. Our responsibilities and your responsibilities

10.1 The Bank is not liable for:

- i. Errors of judgement made in good faith;
- ii. Acts or omissions in the course of our service, or any partial or total non-performance of our obligations under these Terms arising from:
 - Strikes;
 - Interruption of power supplies;
 - Machinery failures; or
 - Other causes beyond our control.

We will only be liable for acts or omissions arising from our negligence, fraud or wilful default.

10.2 Nothing in these Terms shall exclude or restrict:

- i. any obligation which we have to you under the Insurance Distribution Act; or
- ii. any liability which we may incur under the Insurance Distribution Act in respect of a breach of any such obligation.

10.3 It is the client's responsibility to ensure that accurate and up to date information is given during meetings held with the Bank and at any other time thereafter because this information will be relied upon and used by the Mortgage Protection Manager.

The Bank must also be promptly updated with any material changes to any information provided. Providing incorrect or inaccurate information may result in business being declined by the Bank.

The Bank will not be liable for any loss to you if it declines business or refuses to follow your instructions as a result of you not providing it with any information it reasonably requests or if it becomes aware that the information you provided is no longer accurate or up to date.

11. Termination

You, or we, may terminate our authority to act on your behalf at any time without penalty. Notice must be given in writing and will take immediate effect. Termination will be without prejudice to the completion of any outstanding transactions and the collection of any outstanding expenses, fees or commissions.

12. Ilmenti

12.1 FI-HSBC aħna kommessi li nipprovdulek bħala klijent l-aħjar esperjenza li nistgħu. Nixtiequ li tavżana, malajr kemm jista' jkun, kull meta s-servizz li nagħtuk ma jilhaqx l-aspettattivi tiegħek, sabiex inkunu nistgħu nindirizzaw it-tħassib tiegħek minnufih.

Biex tirreġistra l-ilment tista' tikkuntattjana:

- bit-telefon fuq in numru 2380 2380
- b'messaġġ protett permezz tal-Internet Banking
- b'ittra indirizzata lil:
HSBC Bank Malta p.l.c.
The Customer Relations Manager
Operations Centre
Triq il-Mitħna
Hal Qormi QRM3101
Malta
- personalment billi tkellem lill-*Branch Manager* jew lill-*"Mortgage Protection Manager"*.

12.2 Jekk l-ilment tiegħek ma jkunx riżolt fi żmien 48 siegħa nibagħtulek irċevuta fejn ngħidulek bejn wieħed u ieħor kemm se nieħdu żmien biex nirriżolvu l-ilment.

12.3 Wara li nagħmlu investigazzjoni dettaljata, nagħtuk risposta għall-ilment tiegħek fiż-żmien li nkunu ftehmna, fejn nagħtuk tagħrif dwar l-investigazzjoni tagħna, x'iddeċidejna u kif wasalna għad-deċiżjoni.

12.4 Jekk tibqa' mhux sodisfatt bil-mod kif ikun ġie trattat l-ilment tiegħek tista' tressaq il-kwestjoni quddiem l-Arbitru f'dan l-indirizz:

Uffiċċju tal-Arbitru tas-Servizzi Finanzjarji
L-Ewwel Sular
Pjazza San Kalċidonju
Il-Furjana, FRN 1530
Malta

Numru Freephone: 8007 2366

Numru tat-Telephone: 2124 9245

E-mail: complaint.info@financialarbiter.org.mt

Sit elettroniku: www.financialarbiter.org.mt

Detalji dwar kif tista' tressaq ilment jinstabu fis-sit elettroniku mnizzel hawn fuq.

13. Il-liġi u l-ġurisdiżjoni li japplikaw

Dawn it-termini tan-negozju jiġu interpretati skont il-liġijiet ta' Malta u huma soġġetti għall-ġurisdiżjoni tal-Qrati Maltin.

14. Emendi għal dawn it-termini

14.1 Il-klawsoli ta' hawn taht juru xi drittijiet għandna aħna biex nibdlu dawn it-Termini ta' Negozju waqt iż-żmien li nkunu qed nagħtuk distribuzzjoni tal-assigurazzjoni u tal-avviż li nagħtuk.

12. Complaints

12.1 At HSBC, we are committed to providing you with the best customer experience we can. We would like you to let us know, as soon as possible, whenever our service does not meet your expectations so we may promptly address your concerns.

To register a complaint please feel free to contact us by:

- telephone 2380 2380
- secure Internet Banking Message
- letter addressed as follows:
HSBC Bank Malta p.l.c.
The Customer Relations Manager
Operations Centre
Mill Street
Qormi QRM3101
Malta
- in person – to the Branch Manager or your respective Mortgage Protection Manager

12.2 If your concern is not resolved within 48 hours we will send an acknowledgement indicating the timeframe for resolving your complaint.

12.3 Following a detailed investigation, we will provide you with a response to your concern in the agreed upon timeframe, containing details of our investigation, our decision and an explanation on how it was reached.

12.4 If you then feel that your concern has not been dealt with in a satisfactory manner, you may refer the matter to the Arbiter as follows:

Office of the Arbiter for Financial Services
First Floor
St Calcedonius Square
Floriana, FRN 1530
Malta

Freephone number: 8007 2366

Telephone number: 2124 9245

E-mail: complaint.info@financialarbiter.org.mt

Website: www.financialarbiter.org.mt

Details on how to lodge a complaint may be found on the website noted above.

13. Applicable law & jurisdiction

These terms of business are construed in accordance with the laws of Malta and shall be subject to the jurisdiction of the Maltese Courts.

14. Amending these terms

14.1 The clauses below set out our rights to change these Terms of Business during the period we are providing you with Insurance Distribution services and the notice we will give you.

- 14.2 Aħna nistgħu nagħmlu tibdil f'dawn it-Termini tan-Negozju fiż-żmien tas-servizz għal xi waħda jew iżjed minn dawn ir-raġunijiet biss:
- Jekk il-bidla tkun taqbel lilek.
 - Wara li jsir, jew sakemm isir, jew bħala reazzjoni għal xi tibdil f'liġi jew regolament rilevanti, jew b'rispons għal xi tibdil fil-gwida tal-industrija jew kodiċi ta' prattika jew prassi tajba.
 - Bħala rispons għal xi rakkomandazzjoni jew deċiżjoni rilevanti ta' xi Qorti, Ombudsman, Regolatur jew korp simili.
 - Bħala rispons għal xi spejjeż jew konsegwenzi ta' xi avveniment li ma jkollniex kontroll fuqu u li jista' jinħass l-effett tiegħu meta aħna nipprovdlek kontijiet, servizzi jew faċilitajiet.
 - Bħala rispons għal xi tibdil fis-sistemi jew proċeduri tagħna inkluż tibdil li jista' jirriżulta minn xi rijorganizzazzjoni tan-negozju tagħna wara li dan ikun ġie akkwistat minn xi Bank ieħor jew organizzazzjoni oħra, jew wara li jkun akkwista xi Bank ieħor jew organizzazzjoni oħra.
- 14.3 Meta effettivament nagħmlu xi tibdil, dan ikun proporzjonat mar-raġuni li tkun ikkawżatu.
- 14.4 Jekk aħna jidhrilna raġonevolment illi t-tibdil ikun għal benefiċju tiegħek jew it-tibdil ma jkunx materjali, u ma jkollux impatt fuq ir-relazzjoni tagħna, aħna ma nikkomunikawx dawn it-tibdiliet. Kwalunkwe tibdil ikun rifless f'verżjoni aġġornata tat-Termini tan-Negozju illi inti tkun tista tirreferi għalih f'waħda mil-fergħat tal-Bank.
- F'kaz li t-tibdil ikun wieħed materjali jew ma jkunx ta' benefiċju għalik, il-Bank javżak b'dan it-tibdil ta' mill-inqas 14 il-ġurnata qabel mat-tibdil jidhrol fis-sehħ. Il-Bank javżak b'dan it-tibdil bil-kitba permezz ta' ittra, email jew permezz tal-Internet Banking jew billi żżur is-sit elettroniku tal-Bank.
- 14.5 Meta nagħtuk avviż bil-quddiem ta' xi tibdil qabel ma t-tibdil jibda jsehħ, inti tista ttemm ir-relazzjoni tiegħek magħna billi tiktbilna qabel ma jiskadi l-avviż.
- Għal informazzjoni jew dettalji dwar il-kontenut, tista' tikkuntattja lil:
- HSBC Bank Malta p.l.c.
HSBC Retail Banking & Wealth Management
Triq il-Mithna
Hal Qormi QRM3101
Malta
- 14.2 We may only make changes to these Terms of Business for any of the reasons set out below:
- If the change is favourable to you.
 - Following or in anticipation of, and to respond to a change in relevant law or regulation or to respond to a change in industry guidance or code of practice or good practice.
 - To respond to the making of a relevant recommendation requirement or decision of any Court, Ombudsman, Regulator or similar body.
 - To respond to the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you.
 - To respond to any change in our systems or procedures including any change arising from any re-organisation of our business as a result of it being acquired by, or by our acquiring another Bank or organisation.
- 14.3 Where we do make a change, the change will be proportionate to the reasons for the change.
- 14.4 If we reasonably consider that the change is favourable to you or that it has no material impact on you, we will not give you any notification of such change. Such changes will be shown in an updated version of our Terms of Business document that can be obtained from any of our branches or through the Bank's Internet site.
- For other changes that are material or unfavourable to you we will give you at least 14 days' notice in advance of the change coming into effect. We will provide you with this notice in writing by mail, email or via our Internet Banking.
- 14.5 When we give you advance notice of a change before the change takes effect, you may end your relationship with us by writing to us before the expiry of such notice.
- For any information or details on the content, please contact:
- HSBC Bank Malta p.l.c.
HSBC Retail Banking & Wealth Management
Mill Street
Qormi QRM3101
Malta
- Verżjoni 2
HSBC Bank Malta p.l.c.
Jannar 2020
- Version 2
HSBC Bank Malta p.l.c.
January 2020

Registered in Malta number C3177. Registered Office: 116, Archbishop Street,
Valletta VLT 1444, Malta.

HSBC Bank Malta p.l.c. is regulated and licensed to carry out the business of banking
and investment services in terms of the Banking Act (Cap.371 of the Laws of Malta)
and the Investment Services Act (Cap.370. of the Laws of Malta) by the Malta Financial
Services Authority.

HSBC Bank Malta p.l.c. is enrolled as a tied insurance intermediary for HSBC Life
Assurance (Malta) Limited under the Insurance Distribution Act, (Cap 487 of the
Laws of Malta).

www.hsbc.com.mt

Customer Service: 2380 2380

(Ref No.107491-01/2020). Designed by BPC.