

# Terms and Conditions

## PhoneBanking

The use of the Bank's PhoneBanking Service ("PBS") is governed at all times by (i) the General Terms & Conditions (Accounts); and (ii) these Terms and Conditions which are deemed to have been accepted by the customer upon application for this service. Notwithstanding anything stated in the General Terms, in case of any conflict between the PhoneBanking Terms and Conditions and the General Terms, the General Terms shall prevail.

## 1. Defined terms

In these PBS Terms and Conditions:

"Bank" means HSBC Bank Malta p.l.c.;

"PBN" means the ten digits PhoneBanking Number by which the User is identified;

"PIN" means a Personal Identification Number;

"Service/s" means the provision of PhoneBanking services via telephone, or operator-assisted means, or any other future means;

"System" means the PhoneBanking system;

"User" means any HSBC Bank Malta customer who is registered for the use of PhoneBanking Service;

"Verified User", a user who has accessed the system by using "confirmed identification";

"Confirmed Identification" can consist of one of: the PBN,

Current or Savings account number or an HSBC Bank Malta credit card number held by customer, together with the PhoneBanking PIN;

"Available Balance" excludes any uncleared funds from the ledger balance but includes any approved overdraft limits.

## 2. Security of PBN and PIN

- The Bank will assign a PBN and PIN to the User. The PIN will be notified to the User in a secure form, together with instructions for its activation and use. Upon receipt of this advice, it is recommended that the User changes the said PIN into a new one of his/her own choice, which he/she must keep secret. If the User suspects that his/her PIN has become known to any other person, the User shall change his/her PIN immediately.
- User may change the PIN at any time.
- If User loses or forgets the PIN, User is to report the matter on the Bank's customer service number 2148 3809. The Bank will then deactivate the Service and send a new Phone Banking PIN to the customer upon verbal authentication.
- If the User is not identified by the System as a Verified User, Customer Service Repre-

sentatives will be able to identify the User by asking authenticating questions. If this authentication fails, the Customer Service Representatives will be precluded from giving any account information whatsoever.

- If upon application for the Service, the Customer chooses to receive the PBN and PIN by post, should these come in possession of any person who is not the user, the Customer accepts to bear any loss that customer or the Bank may suffer through the unauthorised use of such PBN and PIN. Alternatively, the Customer may opt to collect the PBN and PIN from the branch.

## 3. Using the Service

- The Service is available to Bank customers aged 16 years and over, provided that where the customer is under the age of 18, the Service shall only be available with regards to accounts opened by the customer himself/herself in customer's own name.
- Where an account is held by more than one customer, the mandate/s governing the account will also govern the use of the Service. The Service is only available on those accounts whose mandate allows any one of its signatories to operate the account.
- The Bank will act on any instruction received from a Verified User provided the User's access to the Service has not been suspended by the Bank. All enquiries/transactions which are affected on the system by a Verified User shall be considered as having been authorised by the User.
- The User should carefully check account records and statements once received. If the User believes that there has been a mistake in any transaction using the Service, the User must notify the Bank as follows:  
General by calling us on 2380 2380 Monday to Saturday from 8.00am to 10.00pm excluding public and bank holidays;  
Advance by calling us on 2148 9101, 24 hours a day, 7 days a week;  
Premier by calling us on 2148 9100, 24 hours a day, 7 days a week.  
However, if the User believes that there has been an unauthorised transaction, the User must notify the Bank immediately by contacting Customer Service on 2148 3809 a service available 24 hours a day, 7 days a week. The

Bank will deactivate the Service and send a new Phone Banking PIN to the User upon verbal authentication.

- Any time mentioned in these Terms and Conditions refers to Malta time as registered on the Bank's PhoneBanking System.
- Normal banking practice will apply in carrying out banking transactions effected by the User via the Service.
- The Account balance at the disposal for transactions by the User is the available balance provided there exist no legal impediments preventing the availability of such balance.
- The User warrants that all details submitted under the Bank's PhoneBanking Services are true and correct and that the foreign exchange will be used solely for the purpose as stated at the time of the transaction.

#### **4. Changes to these Terms and Conditions**

The Bank may change and/or add to these Phone-Banking Terms and Conditions for security, legal, regulatory, market or other reasons specified in the General Terms, provided the Bank will, where applicable, give prior notice to the User of any addition and/or changes either in writing or by publication thereof in the local media, on our website or in our branches. If any change to these Terms and Conditions is favourable to the User, the change will take place immediately but the Bank will, within 30 days of the change, tell the User about it personally or put notices in the national press, on our website or in our branches.

#### **5. Recording telephone calls**

Telephone calls to the Bank are recorded for security and training purposes.

#### **6. Termination**

Both the Bank and the User may decide to discontinue providing/receiving this Service by notice in writing to the other without giving any reasons.

#### **7 Fees**

The Bank reserves the right to charge fees in relation to the use and/or termination of the Services within the first 12 months of applying for the Service, including the right to impose a charge for its provision of the PBN and to revise such fees. The Bank shall determine and give prior notice to the User of

the rate of any fee from time to time, which shall be binding on the User as long as the User continues to maintain or use the Services on or after the effective date. Fees may be collected from the User in such manner and at such intervals as the Bank may specify. The User authorises the Bank to debit any of his/her accounts with any fees and/or charges in relation to the use and/or termination of the Services.

#### **8. Availability of Service**

The automated service of PhoneBanking is available 24 hours a day, 7 days a week; whereas the Customer Service Representative service is available as follows:  
General by calling 2380 2380 – Monday to Saturday from 8.00am to 10.00pm excluding public and bank holidays;  
Advance by calling 2148 9101 – 24 hours a day, 7 days a week;  
Premier by calling 2148 9100 – 24 hours a day, 7 days a week;  
Lost/stolen PIN or unauthorised transactions by calling 2148 3809 – 24 hours a day, 7 days a week.

#### **9. Governing Law**

This agreement is governed by Maltese Law and shall be subject to the non-exclusive jurisdiction of the Maltese courts.

#### **10. Language**

These PhoneBanking Service Terms and Conditions are in English and all communications we send you will be either in English or in Maltese.

#### **11. Use of Data**

The Users hereby authorise and give their consent to the Bank and to the HSBC Group to record, use, exchange, analyse and assess relevant information about them and their relationships within the HSBC Group including the nature of their transactions, for credit assessment, market research, insurance purposes and in servicing their relationships with the HSBC Group. This may include information provided by the Users or someone acting on their behalf, which is relevant to their relationship with the Bank including information obtained from third parties. Relevant information about the User may also be exchanged with members of the HSBC Group and others to provide them with products and services, for audit purposes debt collection, judicial

proceedings, fraud prevention and if required by appropriate governmental and non-governmental regulators. The Bank may pass information to selected third parties for marketing purposes, but if the User has an objection to this, please notify the Bank. The Bank aims to keep information on customers up-to-date, please advise the Bank of any changes. The Bank may use other HSBC Group companies and/or third parties (who may also be present outside the EEA) who are bound by confidentiality agreements, to process information and provide services on the Bank's behalf. Whether it is processed in the Malta or overseas, information about the User will be protected, in accordance with data protection legislation, a strict code of secrecy and security which all members of the HSBC Group, their staff and any third parties are subject to and will only be used in accordance with the Bank's instructions.

**Approved and issued by HSBC Bank (Malta) p.l.c.  
116, Archbishop Street,  
Valletta VLT 1444,  
Malta**