

HSBC Premier: Terms and Conditions



HSBC
Premier

Contents

The Customer agrees to be bound by the following Terms and Conditions:

Section 1 – HSBC Bank Malta p.l.c. – Premier Cards Conditions of Use	4
Section 2 – HSBC Premier Rewards programme – Terms and Conditions	14
Section 3 – HSBC Premier – Head Start Account	17
Section 4 – Premier Proposition – Eligibility Criteria	18

Section 1

HSBC Bank Malta p.l.c. Premier Cards Conditions of Use

The use of the HSBC Bank Malta p.l.c. Premier Credit Card, Premier Debit Card & PINs are governed at all times by:

- i. the General Terms and Conditions – Accounts (in case you are a ‘consumer’ as defined under the Consumer Affairs Act (Ch. 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) (the “General Terms”);
- ii. these Card Conditions of Use as well as by;
- iii. the Card Standard Account Fees brochure which form part of these Card Conditions of Use.

In these Card Conditions of Use –

- **“Account”** means an account which is required to be maintained in your name for recording all transactions in relation to this contract including but not limited to the HSBC Premier Credit Card. In relation to an HSBC Premier Debit Card, “Account” refers to a savings and/or current Account which can be directly accessed by the said Debit Card.
- **“Additional Card”** means a card issued to an “Additional Cardholder” under Clause 1.8.
- **“Additional Cardholder”** means a person authorised by the Principal Account Holder to operate his/her account in terms of Clause 1.
- **“Additional User”** means a person authorised to hold a card with restricted facilities.
- **“Additional User Card”** is a card made available to an Additional User.
- **“ATMs”** means automatic teller machines at which your Card will be accepted, which may be operated by us or by someone else.
- **“Card”** means the HSBC Premier Credit Card and HSBC Premier Debit Card issued by us and any other card issued in the future which bears the same, similar or enhanced characteristics of the cards named here.
- **“Card Schemes”** means VISA Europe and MasterCard International.
- **“Card Transaction”** refers to any payment made for goods and/or services or cash withdrawn from a bank (including over the counter cash advances and/or ATM withdrawals) obtained by the use of the Card or card number.

- **“Credit Card”** refers to the HSBC Premier Credit Card and any other card provided by us in the future which bears the same, similar or enhanced characteristics of the cards named here.
- **“Credit Limit”** means the maximum debit (borrowed) balance permitted on the HSBC Premier Credit Card Account as determined and notified to you by us from time to time.
- **“Debit Card”** refers to the HSBC Premier Debit Card and any other card provided by us in the future which bears the same, similar or enhanced characteristics of the cards named here.
- **“Immediate Family Members”** refers to spouses, partners living in the same household and children with legal guardianship, up to 18 years of age, or 25 years if still in full-time education provided they reside in the same household as the eligible Premier Customer.
- **“PIN”** means the Personal Identification Number issued for use with the Card.
- **“Principal Account Holder”** means the customer(s) in whose name(s) the Account is held.

The terms used in these Card Conditions of Use, unless defined herein or the context otherwise requires, shall bear the same meaning assigned to them in the General Terms.

Please read these Conditions and keep them in a safe place. You can ask for a copy of these Card Conditions of Use at any time.

1. Use of the Card

1.1

The HSBC Premier Debit Card may be used both locally and overseas to pay for goods and services with retailers and other merchants and to withdraw cash from ATMs which display the VISA Electron logo.

1.2

Use of the Card will be as we permit and may be presented by you, the Additional Cardholder or the Additional User (as applicable), in the following ways:

- at a retailer’s premises, by entering your card PIN into the card keypad or providing a signature. You, the Additional Cardholder or the Additional User, must also produce evidence of your identity if asked. To make a contactless payment you must remove the card from the purse or wallet to make sure the right card is used and then tap it on the retailer’s card terminal. In some cases You, the Additional Cardholder or the Additional User will also be asked to enter the PIN or provide a signature for a contactless payment;
- by signing a sales voucher or order form showing the Card number (among other details);
- through an ATM or other machine, using a PIN;
- for shopping online or by telephone, you, the Additional Cardholder or the Additional User, can make a card payment by providing some personal and card details and the 3-digit security number on the back of the card;
- for making a payment over the internet you, the Additional Cardholder or the Additional User may have to register for Verified by Visa or MasterCard Secure Code. If not we may not authorise the payment. Once registered, you the Additional Cardholder or the Additional User may be required to enter certain characters from the Verified by Visa password each time a card payment online is made.

We strongly recommend the use of ‘secure payment’ sites and software when divulging any card details over the Internet.

1.3

We may refuse to authorise use of the Card if:

- the transaction would cause your credit limit to be exceeded, or your account balance to be in unauthorised debit or if the transaction would cause the amount owing on your account plus any other amounts we have agreed to or authorised to exceed your credit limit, or account balance to be in debit; or
- your repayments are in arrears; or
- the transaction does not comply with any applicable terms as issued from time to time; or
- we consider that the Card or the Account has been, or is likely to be compromised.

If we stoplist the Card for any of the reasons outlined in this Clause or in Clause 12.3 of Part D of Section 1 of the General Terms, you may subsequently ask us to reactivate your Card. If we agree to reactivate your Card, you will be charged a reactivation fee. Details of the reactivation fee can be obtained from our Card Standard Account Fees brochure.

As part of our decision making process and in an effort to minimise the misuse of Cards, we may refer an authorisation request back to the merchant for further means of identification. This may also be done on a random basis for fraud prevention purposes.

When you place an order on the internet with merchants who participate in Verified by Visa and/or MasterCard SecureCode (designed to prevent fraud) you will be invited to register for the service with the applicable Card Scheme. If you do not do so, as part of our fraud prevention measures, we may not authorise further internet transactions with participating merchants.

1.4

You authorise us to charge to your account all amounts paid or obtained by use of the Card, or any Additional Card, (including any amount charged back by another bank), together with all other amounts you owe us from time to time under these Card Conditions of Use or any other terms relating to the use of the card or your Account.

1.5

You cannot 'stop' a payment made by use of the card. If a merchant effects a refund on a card transaction which was charged to your account, we will credit your account upon receipt of the refund.

1.6

Whilst the Cards issued under the Card Schemes should be accepted by all merchants and banks that are members of the Card Schemes, it is possible that the Cards may not be accepted by some merchants or banks.

1.7

We may increase or lower your credit limit at our discretion. In case we decide to lower your credit limit, we will give you 30 days notice of such change, unless we decide to forthwith implement such change for any of the objectively justified reasons outlined in Clause 12.3 of the General Terms. In case we decide to increase your credit limit, we will immediately implement such change and inform you of the new credit limit on the next Credit Card statement.

1.8

If you are the Principal Account Holder, you may, from time to time, request us to issue Additional Cards to your immediate family members. The application must also be signed by the Additional Cardholder. In the case of a savings and/or current account the Additional Cardholder must be authorised to operate the Account in terms of a mandate filed with the Bank. If your Card is linked to a number of accounts, the Additional Cardholder will be given an Additional Card that has access to all these accounts. The maximum number of accounts allowed will be determined by us. If you do not wish to give a mandate over the Account, please refer to clause 1.10.

1.9

We may cancel any additional Card/User Card at any time at your request and at our discretion or if you are no longer eligible to hold a Card. You must also return the Card to us. If the Card is not returned, we may stoplist the Card. Please refer also to clause 1.11.

1.10

We may also issue an additional Card where you authorise a person to hold a Card with restricted use of the available facilities (an "Additional User Card"), even though such person is not authorised to operate the Account(s) through a mandate filed with the Bank. In such cases, use of the Card will be as authorised by you and allowed by us. The application must also be signed by the Additional User.

1.11

The Additional Card(s) and Additional User Card(s) remain the property of the Bank at all times and must be returned to the Bank immediately upon our first demand. You are responsible for the return of any such additional Card(s).

1.12

You and any Additional Cardholder/Additional User must not:

- exceed the credit limit/cause your account to be in unauthorised debit. Any excess over the credit limit/debit amount is immediately repayable to us.

In calculating whether the credit limit has been exceeded/account balance is in unauthorised debit, we shall take into account the amount of any card transaction authorised by us in favour of a third party but which has not yet been presented to us for payment;

- use the Card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal by us or by any person acting on our behalf.

1.13

The Credit Card Account may not be kept in credit. If you keep any such Account in credit you will be in breach of the Card Conditions of Use. You are warned that if you are in breach of this clause, you shall bear all the risks associated with unauthorised use of the Card. Any credit balance maintained on a Credit Card Account in breach of this clause shall not bear any interest. If you wish to have credit available on any of your cards, you can make use of the Premier Debit Card which in turn allows you to make withdrawals from HSBC ATMs worldwide free of charge.

2. Credit Cards: Annualised percentage rate of charge, statements, interest, appropriation of payments and immediate repayability

2.1

This clause applies to credit card agreements signed after the coming into force of the Consumer Credit Regulations 2005 (Legal Notice 84 of 2005).

The Annualised Percentage Rate of Charge (APR) is the total cost of the credit based on the interest rate and the annual card fee on the assumption that:

- i. you spend your credit limit in full on local purchases at the start of the agreement;
- ii. you then repay it in 12 equal monthly instalments, inclusive of interest; and
- iii. local purchases do not attract interest for the first 56 days from the date we receive the first local purchase transaction.

Usage of the Card in a different manner will affect the APR, due to other applicable charges stipulated in the Card Standard Account Fees brochure. Any change in the interest rate, in the credit limit, in the annual card fee, and the introduction and revision of any other charges, may affect the APR.

A statement is generated for each month when there have been transactions on your account. If you are registered for the Bank's Personal Internet Banking (PIB) or HSBCnet and you have opted to receive an eStatement, you will be notified via a system generated secure message whenever your card statement is available. Otherwise we will send you the statement by post. You must pay us the minimum repayment due by the date specified in the eStatement/statement. If you do not pay us the minimum repayment due by the date specified in the eStatement/statement, you will incur a late payment fee. Details of such fee may be obtained from the Card Standard Account Fees brochure. The minimum payment shall be the greater of €12 or 5% (or any other value or percentage we may establish from time to time) of the outstanding balance shown on your eStatement/statement. You must also pay immediately any outstanding excess over the credit limit, any arrears of previous payments and the amount of any card transaction made in breach of these Card Conditions of Use. You may in addition to the minimum repayments due, pay such greater sum as you may choose.

2.2

Interest on cash advances shall be charged on a daily basis on the balance of the cash advance outstanding as from the date each cash advance is utilised, until full repayment is made to the account. No interest will be charged on the amounts of purchases repaid by you and credited to the Account within 25 days of the date of the statement of account on which those purchases first appear. The balance of any amount outstanding at the end of the 25 days period will be charged interest until repaid in full. Purchases of gaming

chips, traveller's cheques, and foreign currency, transfer of funds from credit card accounts and transactions effected at exchange bureaux are treated as cash advances.

2.3

If we are unable to produce or forward a statement, your liability for interest shall continue and for the purpose of calculating interest and establishing the date on which payment is due we may select the date when the statement should have been issued as the date from which interest will be calculated.

2.4

Once we receive payments we will use them to clear outstanding items on your account in the following order:

- in settlement of interest and fees;
- against cash advances shown on the statement;
- against purchases shown on previous statements;
- against purchases shown on the most recent statement;
- against cash advances not yet showing on any statement;
- against purchases not showing on any statement.

The earliest item in each category is paid off first.

2.5

All amounts due on the Account will become immediately repayable in the event of:

- a. your insolvency or bankruptcy;
- b. the Principal Account Holder having suspended or ceased to carry on their business or threatened to suspend or to cease to carry on their business;
- c. breach by the Principal Account Holder or any Additional Cardholder or any Additional User of these Card Conditions of Use;
- d. in case of entities, a winding up, dissolution, merger or amalgamation;
- e. the appointment of a liquidator, administrator or similar officer in your respect.

We may in addition to any other remedies available to us, take all the necessary steps to restrict any right to use the Account including the withdrawal of your card.

3. Debit cards: statements

The frequency of statements is regulated under the General Terms and/or the Terms and Conditions for Current and Savings Accounts.

4. Responsibility for the card

4.1

These Card Conditions of Use apply equally to all Additional Cardholders and Additional Users for the use of the Additional Card/ Additional User Card.

4.2

It is the responsibility of the Principal Account Holder to ensure that the Additional Cardholders and Additional Users are fully aware and comply with the Card Conditions of Use and General Terms.

4.3

The Principal Account Holder, the Additional Cardholders and Additional Users shall be liable jointly and severally for the Card and any obligation incumbent on the Principal Account Holder under these Card Conditions of Use shall be construed to refer also to the Additional Cardholders and Additional Users.

This means that we have full discretion in recovering indebtedness (including all fees and charges) incurred by the Principal Account Holder, the Additional Cardholder/Additional User from the Principal Account Holder or the Additional Cardholder/Additional User, or all.

4.4

Additional Cardholders and Additional Users do not have the right to enforce any of these Conditions of Use except where such conditions refer specifically to them and the Additional Card/ Additional User Card is still activated.

For your convenience, if either you or the Additional Cardholder/ Additional User need a replacement card or PIN, we may issue a replacement at the request of either of you. We reserve the right to refuse the issue of a replacement card.

5. Fees and charges

We will advise you all the information relating to charges, fees and interest applicable to your Account when you apply for the Card and whenever we apply any changes.

For the charges incurred in using or in having any of the Cards, please refer to the HSBC Premier Card Account Factsheet.

We will debit all charges, fees and interest to your Account.

If you break any of these Card Conditions of Use you must also pay us our costs and expenses of enforcing this agreement and such charges as we may make to cover our administration costs.

If we provide you with any service which is not covered by these Card Conditions of Use you must pay our charges for that service.

6. Mailing

Card, PIN, statement or other documents which need to be forwarded by us under these Card Conditions of Use shall, at our option, either be served at or mailed to the address provided to us in writing by you. Service by us shall be deemed to have been truly effected in accordance with the above.

Should you specifically request the Bank to send any Card, PIN, statement or any other document to an address different than that available on our records or to a third party address you will assume full responsibility should you fail to receive such items and/or for any other breach of security.

7. Transactions on your account

7.1

Debits to your Account:

- all card transactions from your Account will normally be posted to your Account within three working days from transaction date or receipt by us of the details of the transaction, whichever is the latest.

7.2

Credits to your Account:

Payments can be made in the following manner:

- by sending us a cheque by post;
- by effecting a cheque/cash deposit, or a transfer by the Debit Card at any of our local ATMs;
- by depositing a cheque/cash at any of our offices;
- by giving instructions to your branch to make a transfer to your Credit Card Account;

- by giving your branch instructions to direct debit an account to settle either the monthly minimum repayment or the outstanding balance in full;
- by using our HSBC PhoneBanking Service;
- by using HSBC Internet Banking (PIB/HSBCnet).

If a cheque/direct credit payment or any other payment cannot be paid into your Account for reasons beyond our control you will still be liable for interest on your Card and any charges due until the payment is accepted.

7.3

When you make a transaction in a currency other than euro, and you have subscribed to our internet banking services, you will be able to view an indicative amount of that transaction in euro. The amount in euro that is actually debited to your Account will vary to take into account the correct rate of exchange which is applied by the Card Schemes.

8. Protection and security guidelines

You must take all reasonable precautions to prevent the Card and PIN from being used fraudulently. These include:

- signing the Card immediately upon receipt;
- carrying the Card on your person or keeping the Card in a safe and secure place, and checking it regularly to ensure it has not been stolen;
- not allowing anyone else to use the Card or PIN;
- not interfering with any magnetic stripe or integrated circuit (chip) on the Card;
- not disclosing the Card number or other Card security code (except when properly using the card) or PIN to make payments;
- memorising the PIN on receipt, and destroying any notification of your PIN;
- not writing down your PIN, or disclosing it, or any other card details to anyone including the Police Authorities. You are to disclose card details (excluding the PIN) to us only when in contact with us in connection with this agreement;
- in those cases where the PIN can be changed, if you change your PIN to a number which is more familiar to you, not choosing a series of numbers that may be easy to guess for example 1234, 4444, your date of birth, your telephone numbers or any other number which can be easily deciphered;

- complying with any other reasonable instructions we issue regarding the safekeeping of the Card, card number or PIN;
- checking that the correct amount is entered before authorising any transaction;
- not disclosing sensitive card data such as CVV2, PIN, card number, expiry date and similar information especially via email;
- ideally ensuring that transaction is conducted in your presence;
- carefully checking whether you are entitled for a refund when returning goods. Check for clauses on receipts such as “No Refunds”;
- ensure that you agree with the amount to be charged to your Card when ordering items over the internet. This amount may include shipping, postage, handling and packing fees. Keep copies of all invoices/correspondence indicating the description and costs of the ordered items;
- carefully reading the terms and conditions provided by the merchant when ordering items over the internet especially the return and cancellation policy;
- being aware of scams such as notification of exorbitant winnings especially if you have not participated in the lottery and related price winning game. These can be received either by post or by electronic means such as email or pop-ups;
- be wary of any persons offering assistance while using the ATM especially if you have not requested such assistance and the persons are not bank employees;
- when you suspect that you have left your Card behind somewhere, we strongly suggest that first you report the Card as lost to us before trying to search for the Card, even if you think that you left the Card somewhere ‘safe’ or familiar. Once Card is found we may then reactivate it;
- always check the entries on your statement for possible processing errors that may have unintentionally occurred at the time of the transaction. Please note that the Bank does not check your statement.

9. Loss, theft or misuse of Card

9.1

If the Card is lost or stolen or liable to be misused, or you suspect that somebody else may have discovered the PIN, you must notify us immediately by phoning us on the 24 hour telephone number notified on our Card Mailer or on +(356) 2148 3809 or on any other telephone number we may provide you with, or by informing any of our branches (available only during office hours). We will then take steps to stop use of the Card, and where appropriate any Additional Card on your account. Replacement card can be requested either personally through any of our branches or by calling our Call Centre. Officials will ask you a number of questions to positively identify you when making a request for a replacement card.

9.2

When you call us to stoplist your Card, we will give you a reference number. Upon your request, we will send you a written confirmation of your notification to the address you provide us with.

9.3

You must co-operate with us and the Police Authorities in our efforts to recover the Card if it is lost or stolen. You must also co-operate with us and the Police Authorities in our efforts to investigate any unauthorised transactions you report on your account. If you are asked to report such transactions to the Police Authorities, this must be done as soon as possible and in any event within 24 hours of instruction. If you recover the Card you must not use it but should cut it through the magnetic stripe appearing at the back and return the Card to us.

10. Your liability for claims against retailers and others

If you are in dispute with or have a claim against a retailer, merchant or bank over a transaction made using your Credit Card, you must still pay us all sums unrelated to the dispute. We may give you time to resolve any claim or dispute but may still require payment in accordance with this agreement.

11. Changing the conditions of use

11.1

These Card Conditions of Use (including any fees or changes) as well as the characteristics of the product or service may be altered and further new Card Conditions of Use or characteristics of the product or service may be added by us 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. We will give you at least 60 days written notice of any additions and/or changes to these Card Conditions of Use.

11.2

If we withdraw any card product, we may change your Card Account to an alternative product, change your Credit Card agreement terms in accordance with Clause 11.1 above and, if necessary, issue you with a new Card. We may also cancel the Card that your new one replaces. The balance on your existing Account will become subject to the new terms.

11.3

Changes in the interest rates are regulated by the General Terms.

12. Direct debits

The Bank is entitled, until further written notice from you, to direct debit any account you hold with any payment due on the Credit Card in accordance with your direct debit instructions. To this end, you are required to keep in the Account to be debited, sufficient funds to satisfy any payments to be made in accordance with such direct debit instructions. In the event when two direct debits are not honoured and thus reversed consecutively, the direct debit mandate is cancelled and applicable fee will commence in view of late payments. Premier Credit Card will also be stopped for any further debit transactions.

13. Cash payments in your Credit Card Account

13.1

If you only deposit cash into your Credit Card Account over the counter at one of our branches, it will be credited to your Credit Card Account and available for you to withdraw immediately, provided you make such deposit before the cut-off time of 14:00 hours and you are not in arrears in your Credit Card payments. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

13.2

Cash Deposits into your Credit Card Account made over the counter at one of our branches after the cut-off time of 14.00 hours; or made when you are in arrears in your Credit Card payments (even though made before the cut-off time of 14:00 hours), will be considered received by the Bank on the next working day, on which day it will be credited to your Credit Card Account.

14. Floating pledge

You agree that any stocks, shares, bonds, units in collective investment schemes or other securities (collectively "securities") which you may hereafter have in the Bank's possession or in the possession of any other bank, company, firm or person to the Bank's order or for your Account, whether or not such securities are held by the Bank or such other third parties as custodians or nominees and howsoever such securities are registered, will be pledged to the Bank by way of security for the fulfilment of all your obligations under this agreement.

You further agree that any insurance policy in your name as policyholder and life assured and any insurance proceeds payable to you as beneficiary will be pledged to the Bank by way of security for the fulfilment of all your obligations under this agreement.

To this effect, you hereby authorise the Bank to request and obtain information from any third party holding any securities/policy as aforesaid and you hereby authorise such third party to disclose to the Bank any information requested for this purpose.

15. Overrunning

15.1

Overrunning refers to the circumstance when you exceed the available credit balance or credit limit on an account without our express consent. We have the right not to honour payments which may cause an account to be overrun without our prior express agreement. Unless specifically agreed by the branch management you should not withdraw, transfer or make payments for an amount which is not available in the Account. We reserve the right to withdraw, any debit or credit card if an overrunning position is not corrected when advised to do so by us.

15.2

In instances where, the Account:

- i. which can be accessed by the Debit Card, is allowed to be overrun, Debit interest will also be charged on the daily debit balance at the rate shown on the statement of account. Details can be obtained from our website or by contacting us on +(356) 2148 9100. Interest will be charged on daily debit balances and will be computed on the basis of a year of 360 days. Any changes to the debit interest rate or administrative fee to be applied in case of overrun Accounts will be notified as advised in clause 5 to 7 of Part D of Section 1 of the General Terms; or

- ii. which is required to be maintained for recording Credit Card transactions, is allowed to be overrun, you will be charged an over limit fee. Details of the over limit fee can be obtained from the Card Standard Account Fees brochure. Any changes to the Over Limit Fee to be applied in case of overrun Accounts will be notified as advised in Clause 5 to 7 of Part D of Section 1 of the General Terms.

16. Collection, Processing and Sharing of Customer Information

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.

By using the Card, 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.

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.

Please also note that 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. The way we share and process your information is explained in our Privacy Notice.

17. Termination

In case you wish to terminate your Credit Card, no charge for 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).

18. Supervisory authority

These Card Conditions of Use are in accordance with the Consumer Credit Regulations, 2010 (the 'Regulations') and the supervisory authority competent to monitor compliance with the Regulations is the Director General of Consumer Affairs having its address at: Malta Competition and Consumer Affairs Authority, Office for Consumer Affairs, Mizzi House, National Road, Blata I-Bajda HMR 9010, Malta.

19. Language

These Card Conditions of Use are available in the English Language.

20. 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>

21. 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.

22. Miscellaneous

22.1

Please note that within this Premier 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.

22.2

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.

23. 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) 2148 9100 or via Personal Internet Banking message
 - Branches: Branch Managers or Relationship Managers
 - 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, 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.

Section 2

HSBC Premier Rewards programme – Terms and Conditions

Definitions

1. Unless the context otherwise requires, the following terms shall have the meanings assigned to them in this definitions section:

Account	HSBC Premier Credit Card Account
Account Holder/s	HSBC Premier Credit Card Account
Bank	HSBC Bank Malta p.l.c.
Points	Points earned in terms of the terms of the Programme
Programme	HSBC Premier Rewards Programme

Eligible Spending – As the term is defined in clause 4 and 5 of the Programme and subject to the exclusion under clause 6 of the Programme.

The HSBC Premier Rewards Programme

2. Membership of the Programme is automatic for and open only to all Account Holders who are aged 18 years or over.
3. Account holders earn Points on the amount debited to their Account in euro for all Eligible Spending. Monthly Account statements will show one point for every euro (including VAT) of Eligible Spending which appears on it. Points will be awarded for each separate transaction. Amounts below €1 in respect of each transaction will be disregarded and will not be accumulated to your total number of points.
4. Eligible Spending consists of goods or services purchased in Malta or abroad by Account Holders for their personal use and which are not returned or refunded.
5. Spending by your nominated Additional Cardholder on items covered in Clause 4 also counts as Eligible Spending.
6. The following items do not count as Eligible Spending:
 - interest or any other charges added to your statement;
 - cash advances including foreign money and traveller's cheques purchases;
 - ATM transactions;
 - business related transactions, that is, transactions that are not considered by the Bank to be of a personal nature.

The Bank reserves the right to immediately amend, rectify and deduct any Points already earned which do not constitute Eligible Spending in terms of clause 4 and 5.

7. The following information in relation to the Programme will appear on each monthly statement issued:
 - the total number of Points brought forward from the previous statement;
 - the total number of Points earned during the statement month;
 - the total number of Points redeemed during the statement month;
 - the total number of Points expired;
 - the total number of Points closing balance.

Life of Points

8. You will be eligible to receive Points from the date on which the Account opens or when Account Holder opens his Account, whichever is the later.
9. Points are valid for up to two years from the month that they are first shown on your statement. After that, expired points will be deducted monthly on a first in, first out basis.

Redemption of Points

10. When redeeming your Points, we will deduct the Points earned in chronological order, in a way that the earliest accumulated Points will be redeemed first.
11. Points can be redeemed after they are shown on your statement. You may redeem Points by sending a Personal Internet Banking message or calling our 24/7 dedicated Premier Line on 2148 9100. We will deduct the Points you have used from your total Points and the resulting total, including any further Points you have earned, will be shown on your next statement. Each redemption must be of a minimum of 5,000 Points.
12. Points earned cannot be transferred to another individual.
13. Points cannot be redeemed for cash.
14. Points can be redeemed in favour of The HSBC Malta Foundation at the rate of 5,000 points for a €30 donation on your behalf.
15. Points can be redeemed as cash back on any airline ticket purchased within the past 3 months using the Premier Credit Card at the rate of 5,000 points for €20.
16. Points can also be redeemed for vouchers from The Point Shopping Mall and the Hilton Malta at the rate of 5,000 points for a €25 voucher.
17. When you redeem your HSBC Points to acquire vouchers for The Point and the Hilton Malta, the Bank will mail these to your address under registered cover.

18. If your Account is closed, no further Points will be earned and subject to Clause 22 all remaining Points must be redeemed within 30 days of closure. We reserve the right to cancel any Points left at the end of this period.

Miscellaneous

19. If the HSBC Premier Credit Card facility is withdrawn as a result of your breach of the terms of your card agreement with us, we will be entitled to deduct all the Points which you and any Additional Cardholders have earned leaving you with a nil Points total.
20. We may at our discretion change the number of Points you earn for your Eligible Spending or the period during which you must use your Points by giving you at least 30 days notice in writing. The change will take effect from the date stated by us.
21. Any income or other taxes and duties which may become payable are your responsibility and we make no representations regarding the current or future tax implications of earning or using the Points under the Programme.
22. The Bank may, at any time develop special promotions where Account Holders may earn Points under different conditions. Points given under these promotions will be referred to as Bonus Points and will have their conditions disclosed to the Account Holders.

Termination

23. We may terminate the Programme at any time by giving you at least 60 days notice in writing. Termination will take effect on the date stated. You must use any outstanding Points within 60 days of the termination date or we will be entitled to deduct them all leaving you with a nil Points total.
24. We reserve the right to deduct all Points earned by you whilst your Account exceeds the agreed limit or payment is overdue. Once the position is regularised you will be able to earn Points as usual subject to this Clause 24. Any Points deducted during the period when the Account was not in order will not be refunded. Any Points earned, even if not deducted by us, are not redeemable before the Account is regularised.

25. We reserve the right to immediately terminate or suspend your participation in the Programme and to deduct any Points you or any Additional Cardholder have earned if you have not observed these terms and conditions or are in breach of your HSBC Premier Card Conditions of Use or any other agreement with us.

Moreover, should the Bank determine that the Programme is not being used by you (or any Additional Card Holder) for personal purposes, the Bank reserves the right to terminate your existing Proposition and/or switch your existing Proposition to another Programme at any time by giving you at least 60 days advance notice in writing which would include advising you of the terms and conditions of the new Programme (if applicable). Switching would entail that all benefits and any credit limits enjoyed under your present proposition are revoked and new benefits and credit limits (if any) of the new Programme provided. Otherwise the notification will advise that the Programme is being terminated and all benefits are considered as revoked.

Queries

26. Any queries regarding these terms and conditions, the Points you have been allocated or redemption should be referred to our Premier Customer Service on +(356) 2148 9100.
27. The Bank will only investigate queries concerning Points earned, Points used or other matter affecting your Points total communicated to us within six months of the date which relates to the enquiry.

Variation of these Terms and Conditions

28. The Bank may vary these Terms and Conditions at its discretion by giving you at least 30 days notice in writing. The change will take effect on the date stated.
29. The Bank reserves the right to withdraw at any time any items or services shown in the Premier Customer Guide.

Jurisdiction

30. 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.

Section 3

HSBC Premier Head Start Account

The use of the Premier Head Start Account is governed at all times by:

- i. the Premier Head Start Account Terms and Conditions which are available online: www.hsbc.com.mt;
- ii. the General Terms and Conditions – Accounts (the “General Terms”); and
- iii. all other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges together hereinafter referred to as the “Terms”.

The Terms used in the Premier Head Start Account Terms and Conditions, unless defined herein or the context otherwise requires, shall bear the same meaning assigned to them in the General Terms.

Eligibility

Basic features:

- The Eligible Premier Customer can request the opening of an HSBC Premier Head Start account for any children or dependents under 25 years of age and with legal guardianship of the Eligible Premier Customer provided they are residing in the same household.
- Interest on such account is calculated on a daily basis and is credited/debited to the account annually towards the end of December. Interest will be allowed/charged at such rates and on such terms and conditions, as listed in the General Terms.
- The current interest rates are available on our website, by phoning us, or by asking a member of staff at any of our branches. When we change the interest rates on your account, we will update this information within three working days.
- The HSBC Premier Head Start account can be retained until the Account Holder reaches the age of 25 years provided that the Parent or Legal Guardian remains eligible and retains the Premier Proposition. Once the Account Holder reaches the age of 25 years, or if the Parent or Legal Guardian is no longer a Premier customer, the Bank reserves the right to switch the existing HSBC Premier Head Start account to another account type.

Section 4

Premier Proposition

Eligibility

To qualify for HSBC Premier you need to have and maintain a minimum balance of €70,000 in savings or investments with HSBC Bank Malta p.l.c.

As from July 2018, you can also qualify for HSBC Premier by crediting your salary to your account with us subject to a minimum net annual income of €50,000 if you are a sole customer or a minimum net annual joint income of €75,000 if applying as a joint customer with a spouse or partner.

HSBC Fusion Sole Traders can also benefit from the Premier Proposition through their Personal and Business relationship. We can take into account your Personal balances and your three month average business turnover. HSBC Fusion Sole Traders must have a Personal Profile with a minimum balance of €10,000 while total balances of both accounts should be over €70,000.

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

Benefits for Your Family

Benefits to Immediate Family Members under the Premier Proposition are only available if such Immediate Family Member is an existing customer and holds 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.

Terms and Termination

You can at any time choose to cancel the HSBC Premier proposition; you can do this by going into one of our branches or contacting your Premier Relationship Manager. You must destroy any unused cheques and all cards bearing the Premier mark by cutting them through the magnetic stripe appearing at the back.

We may also terminate this agreement or cancel or suspend the HSBC Premier 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 (if applicable). Such termination will bring to an end these Premier Account Terms and Conditions as well as the Terms in so far as they apply to the HSBC Premier Proposition granted to Premier customers.

This notice period however shall not apply where the HSBC Premier 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 (or any Additional Card Holder) of any of the HSBC Premier Terms and Conditions including failure to meet the eligibility criteria, in which case termination, cancellation or suspension will be immediate.

In the event that your HSBC Premier status is withdrawn or terminated either by you or by the Bank, any benefits and any credit limits enjoyed under the HSBC Premier proposition will be revoked and new, benefits, charges and credit limits (if any) of the new proposition (if applicable) will be provided. Immediately upon any such withdrawal or termination, any preferential discount on interest rate granted on loans and other credit facilities as a result of such status, if any, will also be immediately revoked and changed to the standard retail interest rate quoted on the sanction letter or other terms of the facility (if applicable).



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