

# HSBC Premier and Rewards Programme

Terms and Conditions





# Contents

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

<b>Section 1</b> – HSBC Bank Malta p.l.c. Premier	4
<b>Section 2</b> – HSBC Premier Rewards Programme	8



# Section 1

## HSBC Bank Malta p.l.c. Premier Terms and Conditions

The Premier Proposition is governed at all times by:

- i. these Premier Proposition Terms and Conditions;
- ii. 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”);
- iii. the HSBC Cards Conditions of Use;
- iv. the Premier Card Account Factsheet brochure;
- v. the HSBC Premier Proposition Application Form; and
- vi. 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”

**You must review carefully all the above as applicable.**

### Definitions

- In these terms and conditions, **“HSBC Premier Proposition”** refers to the package consisting of the HSBC Premier Account (which refers to any savings or current account you hold with us), HSBC Premier Credit Mastercard, HSBC Premier Visa International Debit card and any other card issued in the future which bears the same, similar or enhanced characteristics of the cards named herein as well as any ancillary benefits which may exist from time to time;
- **“Immediate Family Members”** refers to spouses, partners living in the same household and also to your unmarried dependent children providing they are under 18 years of age or under 25 years if they are still in full time education and residing with one of the parents. Certain conditions to receive benefits apply. Please also refer to clause 1.3 of this brochure. Foster Children are also deemed to be Children of the Eligible Member.

## 1. Terms of use

### 1.1 Eligibility

To qualify for HSBC Premier you need to

- i. have and maintain a minimum balance of €70,000 in savings or investments with HSBC Bank Malta p.l.c.; or
- ii. credit 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; or
- iii. as from October 2020, you can also qualify for HSBC Premier if you hold a mortgage of €300,000 on a sole basis or €400,000 on a joint basis with HSBC Bank Malta p.l.c., subject to your salary being credited to one of your accounts with us.

### 1.2 Fusion

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 personal and business accounts should be over €70,000.

### 1.3 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.

### 1.4 Insurance

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.

We have the right to change, at any time, 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.

## 2. Termination

If you are benefiting from the HSBC Premier Proposition as a result of meeting the eligibility criteria detailed in section 1 item 1.1 of this document, you can at any time choose to cancel the proposition. The HSBC Premier Proposition may also be removed by the Bank if you no longer meet the below mentioned eligibility criteria as detailed in section 2.1 or 2.2 below.

- 2.1 Subject to the below conditions, you may terminate the HSBC Premier Proposition by going into one of our branches.
- a) You must destroy any unused cheques and all cards bearing the Premier mark by cutting them through the magnetic stripe appearing at the back.
  - b) Any such termination will bring to an end these Premier Proposition Terms & Conditions as well as the Terms in so far as they apply to the HSBC Premier Proposition.
  - c) In case of cancellation/ termination of the HSBC Premier Proposition, no charge for cancellation/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).
- 2.2 We may 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 or such other shorter notice period as may be allowed by law, in writing or by e-mail or a secure message via our Online banking, advising you of the Terms and Conditions including any fees of the new Programme (as applicable). 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 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. Please refer also to the full "Termination" conditions set out in this clause 2.
- 2.3 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 will be provided.

Immediately upon any such withdrawal or termination of your HSBC Premier status, any preferential discount on interest rate granted on loans and other credit facilities as a result of such status, if any, will also be revoked and changed to the standard retail interest rate quoted on the sanction letter or other terms of the facility. We would also close your HSBC Premier Credit Mastercard and, should you wish so, you can apply for another credit card by visiting one of our branches. If you frequently use your debit card, we will order a replacement card for you and once you receive the replacement card we will cancel the Premier Visa International debit card. If your debit card has been inactive for more than 12 months, a replacement card would not be issued. Should you however wish to apply for the debit card at any subsequent point in time, you may do so by visiting one of our branches.

With regards to the Premier Rewards Programme, we reserve the right to immediately terminate or suspend your participation in the Programme and to deduct any Rewards Points you or any additional cardholder have earned if you have not observed these Terms and Conditions (including failure to meet eligibility criteria) or are in breach of your HSBC Card Conditions of Use or any other agreement with us. Please refer to Section 2 – Termination of Programme, clause 4 of this document for more details.

## 3. Privacy Notice

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

By using the Proposition, 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](http://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.

#### **4. 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>

#### **5. How to Complain**

The Bank takes customer service very seriously. If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the situation and, if necessary, set about putting matters right as quickly as possible.

We have the following complaint handling procedures. You may submit your complaint:

- by notifying your Branch Manager;
- by sending a secure message on Online Banking; or
- by calling our Contact Centre on +356 2148 9100.

If your complaint still has not been addressed to your satisfaction you may also complain to The Arbiter of the Financial Services, at the Office of the Arbiter of Financial Services, First floor, St Calcedonius Square, Floriana FRN 1530, Malta or via e-mail

complaint on [info@financialarbiter.org.mt](mailto:info@financialarbiter.org.mt), but before you do this we request you contact your Branch Manager/Relationship Manager/ Customer Relationship Officer.

#### **6. Variation of these Terms and Conditions**

The Bank may vary these Premier Terms and Conditions at its discretion by giving you at least 30 days notice in writing or by email or a secure message via our Online banking. The change will take effect on the date stated by us in our notice.

The Bank reserves the right to withdraw at any time and without notice any items or services shown in the HSBC Premier at a Glance document.

#### **7. Language**

These Premier Terms and Conditions are available in the English Language.

#### **8. Jurisdiction**

These Premier 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 2

### HSBC Premier Rewards Programme – Terms and Conditions Definitions

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

Account	HSBC Premier Credit Mastercard Account
Account Holder/s	A customer holding an HSBC Premier Credit Mastercard 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 3 and 4 of the Programme herunder. and subject to the exclusion under clause 5 of the Programme.

### The HSBC Premier Rewards Programme

- Membership of the Programme is automatic for and open only to all Account Holders who are aged 18 years or over.
- Account holders earn Points on the amount debited to their Account in euro for all Eligible Spending. Monthly account statements will show one (1) point for every €2.00 spent (including VAT) for euro transactions and five (5) points for every €2.00 spent (including VAT) for non-euro transactions of Eligible Spending. Points will be awarded for each separate transaction. Any amounts below €2.00, and any cents in respect of each transaction, will be disregarded and will not be accumulated to your total number of points.
- 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.
- Spending by your nominated Additional Cardholder on items covered in Clause 3 also counts as Eligible Spending.
- The following items do not count as Eligible Spending:
  - interest or any other charges added to your statement;
  - cash advances including any cash related payments, including but not limited to cash withdrawals by means of an ATM, cash withdrawn over the counter, purchase of gaming chips, crypto currencies, traveller cheques, foreign currency and transfer of funds from credit card accounts;
  - 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 3 and 4.
- 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**

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 latest.

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**

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.

1. Points will automatically be redeemed for cash back when you reach 5000 points. For each 5000 points, €20 will be given in your credit card account.
2. Points earned cannot be transferred to another individual.
3. If your Account is closed, no further Points will be earned. We reserve the right to cancel any Points left on the account upon closure.

### **Miscellaneous**

1. 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.
2. 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. Points not reaching the minimum balance points required for redemption will be lost. The change will take effect from the date stated by us in the notice.
3. 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.
4. 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.

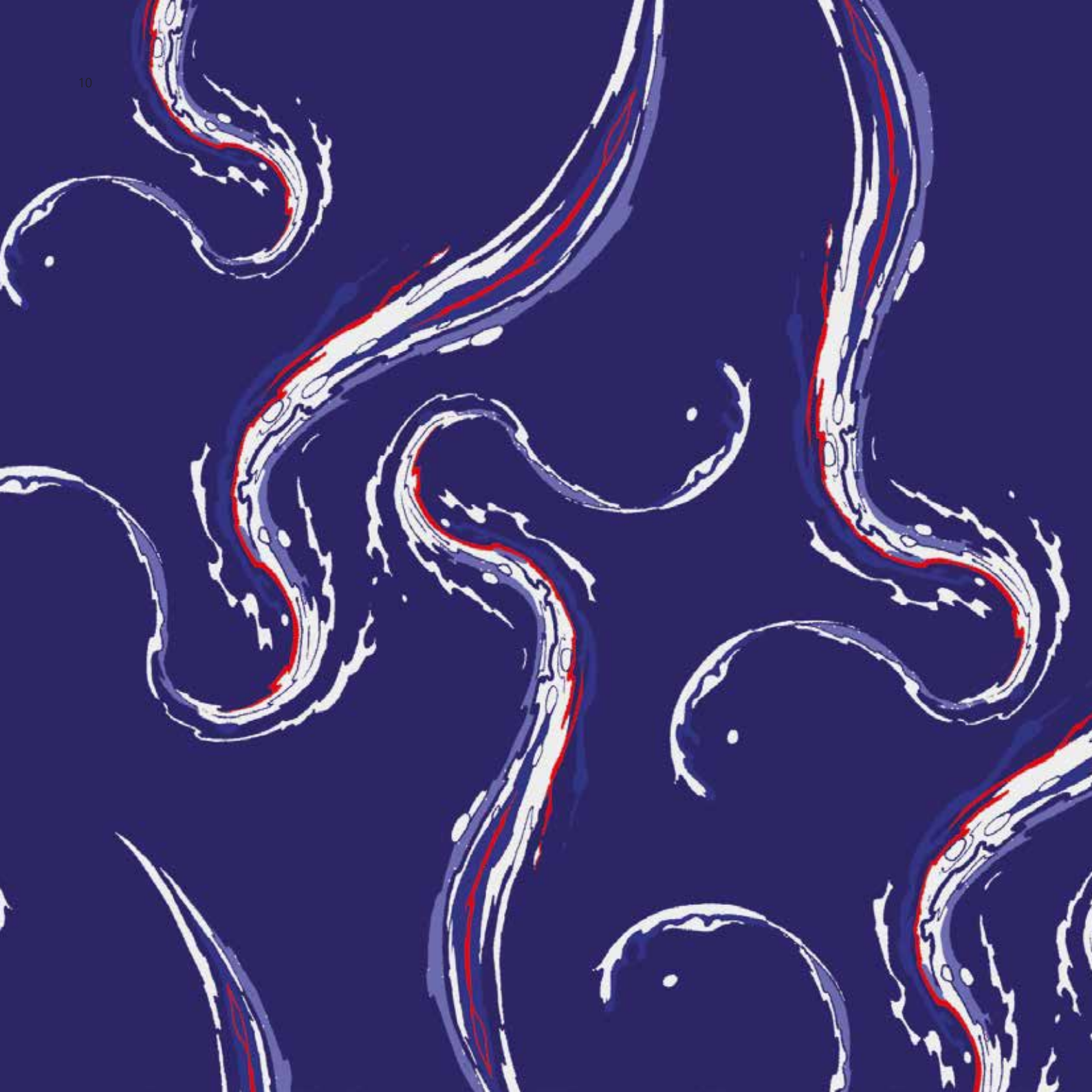
### **Termination of Programme**

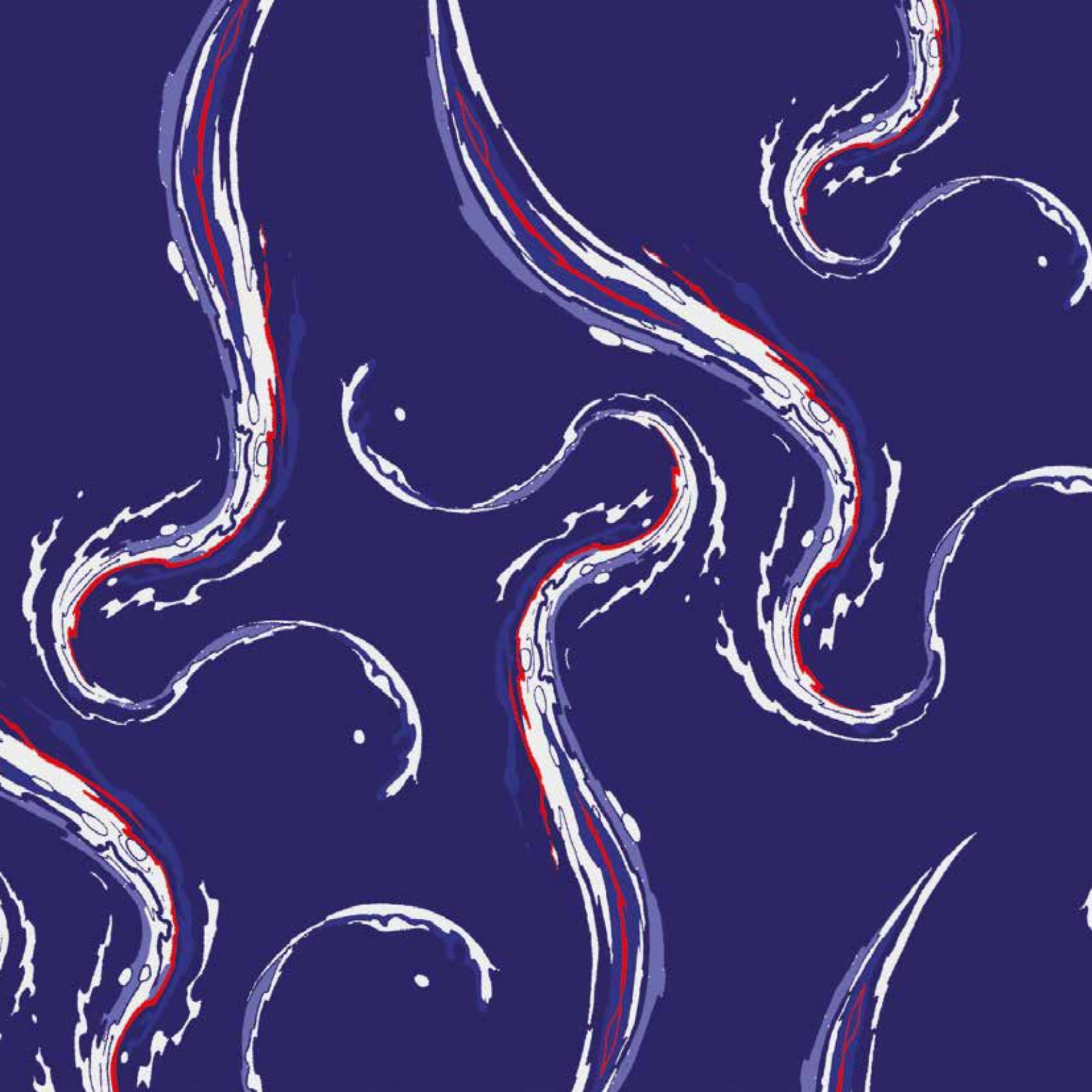
1. We may terminate the Programme at any time by giving you at least 30 days notice in writing.
2. Termination will take effect from the date stated by us in the notice. No notice period applies in those instances explained in clause 3 and 4 below.
3. We reserve the right to deduct all Points earned 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 Termination Clause 4 below. Any Points deducted during the period when the Account was not in order will not be refunded.
4. 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 (including failure to meet eligibility criteria) or are in breach of your HSBC Premier Card Conditions of Use or any other agreement with us.
5. 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 will apply. Otherwise the notification will advise that the Programme is being terminated and all benefits are considered as revoked.

### **Queries**

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.

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.







HSBC Bank Malta p.l.c. is a member of the HSBC Group,  
one of the world's largest banking and financial services  
organisations with offices in various countries and territories.

Approved and issued by HSBC Bank Malta p.l.c. (116, Archbishop Street, Valletta  
VLT1444). HSBC Bank Malta is a public limited company regulated by the Malta Financial  
Services Authority and licensed to carry out the business of banking in terms of the  
Banking Act (Cap.371 of the Laws of Malta).

<https://www.hsbc.com.mt/premier/>  
Customer Service +356 2148 9100

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