# Terms and Conditions

HSBC Student Account



The use of the HSBC Student Account is governed at all times by (i) these Student Account Terms and Conditions, (ii) the General Terms and Conditions – Current, Savings and Card 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 these HSBC Student Account Terms and Conditions, unless defined herein or the context otherwise requires, shall bear the same meaning assigned to them in the General Terms.

# 1. Account holders who are resident in Malta must provide a valid Tax Identification Number (TIN)

# 2. HSBC Student Account eligibility and scheme conditions

2.1. All benefits and discounts offered under the HSBC Student package (as outlined below) are available to full time students aged between 13 and 30 years, whether maltese or foreign nationality in a full time education status, studying in a secondary or tertiary institution both locally or abroad. Full time students who are not in receipt of a stipend will still qualify for a student account and student benefits, as long as they can provide an acceptance letter from their academic institution proving they are full time students.

## HSBC Student package eligibility:

## HSBC Student 13+

Students who are 13 years up to 16 years old, attending a secondary school either locally or abroad.

## HSBC Student 16+

Full time students who are 16 years and over, attending a post secondary or other tertiary academic institution either locally or abroad.

## HSBC Student 18+

Full time students who are 18 years up to 30 years old, attending the University of Malta or any other recognised tertiary institution either locally or abroad.

- 2.2. Part-time students are not eligible for the HSBC Student package, the HSBC Student Account and any other benefits associated with the package.
- 2.3. To avail from any credit facilities under the HSBC Student 18+ package, the students' stipend must be directly credited into their HSBC Student Account. In the event that stipend is no longer credited to the HSBC Student Account, as explained in clause 4.2, the Bank reserves the right to revoke, terminate or change any of the benefits offered under the respective scheme with immediate effect and with no prior notice.

- 2.4 All banking products and services mentioned in the brochure forming part of the HSBC Student package are also subject to the respective terms and conditions, which are available at any of our HSBC branches in Malta and Gozo and on our website.
- 2.5. Students applying for credit facilities in their own name must be at least eighteen (18) years old and have their stipend credited to their HSBC Student account. Loans, overdrafts and credit cards are regulated by the terms and conditions set out in the sanction letter/card conditions of use. The Bank reserves the right to evaluate all credit applications in accordance with normal banking practice and to refuse any of those applications which fail to meet the requisite credit criteria.
- 2.6. Once you reach the maximum age bands, as set out under clause 2.1, the Bank's standard terms and conditions for all products and/or services, standard retail credit interest rates, and fees as quoted in the Bank's General Tariff of Charges and the Fee Information Document of the HSBC Student Account will apply thereafter. This means that all student benefits and discounts will no longer apply.
- 2.7. The Bank reserves the right to terminate at any time any benefits or interest rates offered under the HSBC Student package, if there are valid reasons for doing so, including in the event that the account holder is no longer eligible for the HSBC Student package for any reason whatsoever. The Bank undertakes to give notice of such termination except for instances mentioned under clause 2.3 and 4.2 below.
- 2.8. The Bank reserves the right to lay down further conditions and change, substitute, or terminate any of the benefits listed under the HSBC Student package at any time. The Bank undertakes to give notice of such change or termination.

# 3. Final Withholding Tax

Unless advised otherwise by the account holder, withholding tax at a rate fixed by the Authorities, will be deducted from interest paid on accounts held by account holders who are resident in Malta.

# 4. HSBC Student Account – General Conditions

- 4.1. You may open one HSBC Student Account. If you wish to open additional accounts (Savings or Current account), these accounts will not attract the special benefits offered as part of the HSBC Student package, and will be subject to standard Terms and Conditions governing the specific type of account.
- 4.2. If you are no longer a student, or are no longer eligible to the HSBC Student package, or you have reached thirty (30) years of age, or you have not provided the acceptance letter as set out in these terms and conditions, the Bank will convert the HSBC Student Account to a standard Current account. (Please refer to clause 2.4).

This standard Current account will not attract the special benefits previously offered as part of the HSBC Student package and will be subject to the standard Terms and Conditions governing the specific type of account. In this case no prior notice will be given by the Bank of such conversion. If you hold an HSBC International Debit Card, the card will cease to operate with immediate effect and the Bank will provide a replacement card for the standard Current account and a new pin. Charges may apply.

- 4.3. When reaching the different age groups within the HSBC Student package your account will not change, however you may have additional benefits, as long as, you remain a full time student, and fulfil the eligibility criteria described in clauses 2.1, 2.2, and 2.3 of these Terms and Conditions.
- 4.4. Only students over eighteen (18) years of age attending University or another tertiary academic institution either locally or abroad, are eligible for a chequebook facility. Additionally, 18+ students need to have their stipend credited to their account to be eligible for a credit facility.

## 5. Rates of HSBC Student Account

- 5.1 The HSBC Student Account is an interest bearing current account.
- 5.2. Debit interest is charged on debit balances at the commercial rates prevailing at the time.
- 5.3. Interest will accrue on daily credit and debit balances, and will be computed on the basis of a year of 360 days.
- 5.4. Debit interest due is calculated on a daily basis and is debited to the account twice annually. Interest will be allowed/charged at such rates and on such terms and conditions, as published by the Bank on its website, and in each branch in Malta and Gozo.
- 5.5. The current interest rates are available on our website, by calling us, or by asking a member of staff at any of our branches. Any changes in interest rates will be notified to you in accordance with our general terms and conditions in the following manner:
  - If the change is favourable to you, by immediately applying such change but putting a notice in our branches and on our website or in the national press at the earliest opportunity.
  - All other changes are effected by giving you
    60 days' advance individual notice in the manner provided as per General Terms and Conditions. We will also put a notice in our branches and on our website or in the national press.
- 5.6. The Bank reserves the right to change the interest rate offered on the HSBC Student Account, in the event that you are no longer a full time student, or are no longer eligible for the HSBC Student package because you reached 30 years of age.

# 6. Deposits of local cheques

We treat other local bank cheques as being cleared for interest calculation purposes two (2) working days after they have been deposited into an account (e.g. on Wednesday if paid in on a Monday). If you withdraw money which is not cleared for interest calculation purposes, you may be charged interest even though your account shows a credit balance.

# 7. Uncleared Effects

Cheques deposited into the account are sent for payment to the bank/branch on which they are drawn. Until such time that these cheques are honoured, they are treated as "uncleared effects" even if deposited in the branch where the drawer's account is domiciled. No withdrawals may be made against such "uncleared effects" unless specifically authorised by the branch management. Deposited cheques, which are subsequently returned unpaid, will be debited to the account and returned to the account holder to take the necessary action. We reserve the right to levy a charge when an immediate withdrawal from the account is effected following a deposit of uncleared effects.

# 8. Nil balances

If account has a nil balance for more than 13 consecutive months, we shall have the option to close the account. However, we will give you two months' written notice of this before we close the account.

# 9. Minimum Balance Fee and Customer Account Fee (CAF)

The minimum balance fee and customer account fee (CAF) are not charged to the HSBC Student Account. However, other charges may apply unless otherwise stated.

# 10. Overdrafts

You may apply for an overdraft on this account with our prior express agreement. The overdraft is subject to specific terms and conditions and your eligibility criteria.

# 11. Personal Loans

Eligible students having a Student Account who are undertaking tertiary education and have their stipend credited into their HSBC Student Account may apply for a personal loan and benefit from a preferential rate. Loans are always subject to standard Bank conditions and criteria. The Bank reserves the right to refuse any application which fails to meet the requisite credit criteria.

## 12. Foreign exchange

Eligible Students having an HSBC Student Account are entitled to exchange foreign currency at preferential exchange rates as explained in the product brochure. Certain limits, conditions or restrictions may apply and the Bank may also require supporting receipts.

#### 13. Transactions on the account

Accounts may be operated by issuing cheques and by withdrawing cash from any of our branches. Withdrawals from branches, other than that at which the account is domiciled, are subject to branch management discretion. The account may also be operated using our Phone Banking, Mobile Banking Application and Online Banking services as well as by using a debit card. Deposits into an account may be undertaken at any of our branches or via an ATM. Certain transactions are subject to specific terms and conditions, copies of which are obtainable upon request.

#### 14. Cheques and Chequebooks

Cheques should never be signed in blank. We only issue stop payments in respect of cheques which have been declared by the account holder as being lost or stolen. Such a declaration has to be provided in writing or through the Online Banking facility. Account holders should not issue postdated cheques. Customer has to take reasonable precautions to prevent forgeries of his/her cheques by third parties. Cheques are considered valid for six months.Should a post-date or stale cheque be presented at any of our branches, the accountholder cannot hold us liable for any damages suffered, whether the cheques are honoured or returned unpaid.

Cheques are issued pre-printed marked as payable only to the payee. This means that cheques should be presented for payment only by the payee or payees mentioned therein. If however an endorsement has been made and the Bank still proceeds to honour payment to any such endorsee we will debit your account accordingly. The account holder cannot hold us liable for any damages suffered, whether a cheque is honoured or returned unpaid.

For security reasons, we reserve the right not to honour cheques presented for payment after a period of six months. Should a cheque need any alteration, the account holder's full signature(s) next to the alteration(s) is required. Additional chequebooks may be ordered at any branch, via an ATM and through the Phone Banking and Online Banking services.

#### 15. Overrunning

Overrunning refers to the circumstance when you exceed the available credit balance on your account without our express consent. We have the right not to honour payments and/or cheques which may cause an account to be overrun without our prior express agreement. Any such cheques will be returned to the presenter and/or depositor and a fee, to cover our administrative costs, will be levied (please refer to the fees listed in the General Tariff and in the Fee Information Document). Unless specifically agreed by the branch management you should not withdraw, transfer, or issue cheques for, an amount which is not available in the account. We reserve the right to withdraw any chequebook and any debit or credit card if an overrunning position is not corrected when advised to do so by us.

In instances where we do honour payments and/or cheques which result in an account to be overrun, debit interest will also be charged on the daily debit balance at the rate shown on the statement of account. For interest calculation purposes, the daily debit balance is the balance on the account net of "uncleared effects". 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 to be applied in case of overrun accounts will be notified as advised in the General Terms.

#### 16. Other Terms and Conditions

The Bank may reject transactions and/or refuse to carry out instructions/requests for transactions on the account, if it reasonably believes that the transaction is in breach of any financial sanctions (whether OFAC, UN, EU or other sanctions issued by a competent authority in Malta or abroad).

The Bank reserves the right to lay down further conditions or to amend these terms and conditions (including any fees or charges) 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. The Bank will give reasonable notice to the Customer of any addition and/or changes to these terms and conditions.

#### 17. Language

Unless otherwise agreed, the English language will be used for the purpose of interpreting the Agreement and for all communications in connection with the Agreement.

Effective as from May 2022.