

Bidliet importanti fit-Termini  
tan-Negożju tal-HSBC Wealth  
Management Investment Services

Important changes to  
HSBC Wealth Management  
Investment Services Terms of Business

### Sezzjoni Introduttorja – Servizzi ta' investment

Is-sezzjoni tal-introduzzjoni ġiet emendata biex tenfasizza li t-Termini tan-Negożju Verżjoni 6 2018 se tiegħu post it-termini ta' ftehim, jew iktar minn wiegħed, li kien hemm qabel u li aħna għamilna miegħek fejn jidhlu servizzi ta' pariri jew ta' eżekuzzjoni tal-ordni tal-klijent.

Barra minn hekk, għandu jkun iċċarat li Parir ta' Investment mogħti mill-Bank jingħata fuq bażi mhux-indipendenti, jiġifieri l-għażla ta' prodotti offruti mill-Bank hija limitata għall-istrumenti finanzjarji meħuda/ipprovduti minn HSBC Life Assurance (Malta) Ltd/HSBC Global Asset Management (Malta) Limited/HSBC Group u numru limitat ta' fornituri ta' fondi li mhumiex tal-HSBC u li magħhom il-Bank ikollu relazzjoni kuntrattwali.

Wiegħed jista' jittlobna lista tal-entitajiet u l-prodotti li noffru parir dwarhom.

Din is-sezzjoni ġiet aġġornata biex tenfasizza wkoll li meta l-Bank jagħti servizzi ta' eżekuzzjoni tal-ordni tal-klijent ikun qiegħed jeżegwixxi biss l-istruzzjonijiet speċifiċi tiegħek mingħajr ma jagħtik ebda parir. Għaldaqstant, int għandek tkun konxju li meta jaħdem b'dan il-mod, il-Bank ma jkunx qiegħed jevalwa kemm jgħodd għalik jew kemm hu xieraq (skont kif ikun japplika) l-istrument jew servizz ipprovdut lilek u għaldaqstant, int ma tibbenefikax mill-protezzjoni tal-MFSA Conduct of Business Rules.

### Klawsola 3 – Komunikazzjoni

Aħna emendajna klawsola 3.1 u 3.3 biex issa jgħidu hekk:

- 3.1 Servizzi ta' Parir/Eżekuzzjoni tal-Ordni tal-Klijent jingħataw mill-Bank f'Malta biss u jingħataw wiċċ imb wiċċ.
- 3.3 Il-Bank jagħtik id-dokumenti u informazzjoni oħra bil-lingwa Ingliża.

### Klawsola 4 – Servizzi ta' Investment

Aħna emendajna klawsola 4.1 biex inkomplu niċċaraw il-mod kif il-Bank jipprovduti s-servizzi tiegħu. Klawsola 4.1 issa tgħid hekk:

- 4.1 'Meta tajniek parir dwar investment jew ħadnielek f'sieb xi investimenti fuq struzzjonijiet tiegħek, ma nagħtux pariri ulterjuri sakemm inti ma titlobx dan, iżda nkunu lesti li nagħtuk parir kull meta titlobna biex nagħmlu dan. Dan ifisser li l-Bank ma jagħtikx evalwazzjoni perijodika ta' kemm huma xierqa l-istrumenti finanzjarji fil-portafoll tiegħek u għaldaqstant, aħna nirrakkomandawlek u ninkoraġġuk tikkuntattja lilna jew lil xi investment advisor ieħor tal-għażla tiegħek biex issirlek evalwazzjoni tal-investimenti tiegħek kull sena. Jekk jogħġbok ara wkoll Sezzjoni 17.4 ta' dawn

### Introduction Section – Investment services

The introduction section has been amended to highlight that the Terms of Business Version 6 2018, will replace the terms of any previous agreement(s) which we have previously entered into with you in respect of advice and execution-only services.

Furthermore, it is clarified that Investment Advice provided by the Bank is provided on a non-independent basis, i.e. the range of products offered by the Bank is limited to the financial instruments issued/provided by HSBC Life Assurance (Malta) Ltd /HSBC Global Asset Management (Malta) Limited/the HSBC Group and a limited number of non-HSBC fund providers and with whom the Bank would have a contractual relationship.

One may ask us for a list of the entities and of the products we offer advice on.

This section has also been updated to highlight that when providing "execution only" services the Bank will be merely executing your specific instructions without providing you with any advice. So you have to be aware that when acting in this manner, the Bank is not assessing the suitability or appropriateness (as would be applicable) of the instrument or service provided to you and therefore you will not benefit from the protection of the MFSA's Conduct of Business Rules.

### Clause 3 – Communications

We have amended clauses 3.1 and 3.3 to read as follows:

- 3.1 Advice/Execution Only services shall be provided by the Bank only in Malta and on a face to face basis.
- 3.3 The Bank will provide you with documents and other information in English language.

### Clause 4 – Investment Services

We have amended clause 4.1 to clarify further on how the Bank will provide its services. Clause 4.1 now reads as follows:

- 4.1 'When we have provided investment advice and arranged any investments for which you have given instructions, we will not give you any further advice unless you request it, but will be glad to advise you at any time you ask us to do so. This means that the Bank will not provide you with a periodic assessment of the suitability of the financial instruments in your portfolio and we therefore recommend and encourage you to contact us or any other investment advisor of your choice to undertake a yearly review of your investments. Please also refer to Section

it-Termini tan-Negozju. Waqt li jingħata l-parir dwar l-investment, l-investment advisor ikollu bżonn jgħaddik minn proċess biex jifhem iċ-ċirkostanzi personali tiegħek u jitlob informazzjoni biex jifhem l-“Għarfien u l-Esperjenza” tiegħek.

Dan l-assessor ta' x'inhu xieraq jagħmilha possibbli għall-Uffiċjal tal-Wealth Management biex jirrakkomanda prodotti li jgħoddu għalik skont l-informazzjoni li tkun tajt'.

### **Klawsola 5 – Il-Politika tal-HSBC fuq il-Kunflitt ta' Interest**

Aħna emendajna l-Politika fuq il-Kunflitt ta' Interest sħiħa skont il-ftiġiet ta' MiFID II u dan huwa rifless fit-taqsira tal-Politika tal-Kunflitt ta' Interest li tinsab fit-Termini tan-Negozju.

Din is-sezzjoni għet aġġornata biex tenfasizza, inter alia, li l-HSBC stabbilixxa proċeduri mfasla biex jieħu l-passi xierqa kollha biex jidentifika, u jipprevjeni jew jikkontrolla l-kunflitti.

Barra minn hekk, għandu jiġi nnutat li f'ċerti każi, il-proċeduri u l-kontrolli tal-HSBC jistgħu ma jkunux biżżejjed biex jassiguraw li ma ssir ħsara lill-interessi tal-klijent minħabba kunflitt ta' interest li jista' jinqala'. L-HSBC jista' jiżvela l-possibbiltà ta' kunflitt ta' interest lill-klijent, filwaqt li jispjega kif ikunu ttrattati dawn il-kunflitti biex jitnaqqas ir-riskju ta' ħsara lill-interessi tal-klijent. L-iżvelar isir qabel jintemm il-kuntratt, b'mezz li jibqa', u filwaqt li jkun meqjus x'tip ta' klijent ikun, dan ikun jinkludi biżżejjed dettall biex il-klijent ikun jista' jieħu deċiżjoni infurmata. Madankollu, f'xi drabi, id-dmir tal-kunfidenzjalità lejn xi klijent jista' jillimita l-informazzjoni li tkun żvelata lil klijent ieħor. Għandu jiġi nnutat li f'ċerti każi, l-HSBC jista' jikkunsidra li ma jirrapprezentax lil xi klijent, jew lil iktar minn wieħed.

It-taqsira tal-politika dwar il-Kunflitti ta' Interest tinsab ukoll fis-sit tagħna [www.hsbc.com.mt](http://www.hsbc.com.mt)

### **Klawsola 6 – L-istruzzjonijiet tiegħek**

Aħna emendajna klawsola 6.2 u 6.3 biex jgħidu hekk:

6.2 “Int trid tavżana bil-miktub b'dawk l-individwi awtorizzati li jagħtuna struzzjonijiet f'ismek. Ikun jeħtiġilna nidentifikaw lil dawn l-individwi, skont kif hemm spjegat f'Sezzjoni 12, u int trid tagħtina xempji tal-firem tagħhom. Meta nirċievu struzzjonijiet ta' xi persuna li hi, jew li jidhrilna in bona fede li hi, awtorizzata biex tagħti dawk l-istruzzjonijiet, aħna nistgħu, mingħajr ma nagħmlu iktar mistoqsijiet, naċċettaw dawk l-istruzzjonijiet u nagħixxu fuqhom.”

17.4 of this Terms of Business. During the provision of investment advice, the investment advisor will need to take you through a process to understand your personal circumstances and also request information to understand your “Knowledge and Experience”. This assessment of suitability will enable the Wealth Management Official to recommend suitable products in line with the information you have provided’.

### **Clause 5 – HSBC Policy on Conflict of Interest**

We have amended the full Policy on Conflict of Interest in line with MiFID II requirements and this is reflected in the summary of the Conflicts of Interest Policy which is contained in the Terms of Business.

This section has been updated to highlight, inter alia, that HSBC has established procedures which are designed to take all appropriate steps to identify, and prevent or manage conflicts.

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

The summary of the Conflicts of Interest policy is also available on our website [www.hsbc.com.mt](http://www.hsbc.com.mt)

### **Clause 6 – Your instructions**

We have amended clause 6.2 and 6.3 to read as follows:

6.2 “You will advise us in writing of any individuals authorised to instruct us on your behalf. We would need to identify such individuals as detailed in Section 12 and provide us with specimen copies of their signatures. We may, without further enquiry, accept and act on the instructions of any person who is, or in good faith is believed to be, authorised to give such instructions.”

6.3 “Madankollu, aħna nistgħu nirrifjutaw li naġixxu fuq l-istruzzjonijiet tiegħek jew fuq dawk li jingħataw f’ismek jekk ikollna dubji dwar l-awtentiċità tagħhom jew jekk l-eżekuzzjoni tagħhom tkun se tikser xi liġi, xi prattika tas-suq, xi politika ta’ HSBC Group, xi regola jew regolament ta’ xi organizzazzjoni awtoregulatorja rilevanti li nagħmlu parti minnha. Jekk jogħġbok ara wkoll Sezzjoni 13.3.”

### **Klawsola 7 – Drittijiet u Kummissjoni**

Aħna żidna l-paragrafu t’hawn taħt fi klawsola 7.2:

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

Aħna żidna l-paragrafu t’hawn taħt fi klawsola 7.3:

7.3 “Aħna nipprovdw wkoll informazzjoni importanti bi spjegazzjoni tal-valuri/spejjeż tal-investimenti tiegħek.”

Nota: Jekk jogħġbok ftakar li klawsola 7.3 li għaddiet fit-Termini tan-Negożju Verżjoni 5 issa trid tinqara 7.4 fit-Termini tan-Negożju Verżjoni 6.

### **Klawsola 10 – Il-kuntatt miegħek**

Aħna emendajna klawsola 10 biex tgħid hekk:

“Sakemm int ma tavżaniex bil-maqlub aħna nassumu li int taqbel li aħna nċemplulek jew niġu nżuruk u li nikkomunikaw miegħek permezz ta’ ittra u/jew email.

Minħabba raġunijiet ta’ sigurtà, u biex inkunu konformi mal-proċeduri u l-ħtiġiet regulatorji ta’ HSBC Group, it-telefonati li jagħmlu u jirċievu l-Uffiċjali tal-Wealth Management ikunu rrekordjati. Aħna nżommu wkoll records ta’ emails u ta’ modi oħra li bihom ikkomunikajna. Dawn jinżammu u jkunu aċċessati skont il-proċeduri ta’ HSBC Group u r-regoli u r-regolamenti li japplikaw. Jinżammu għal perjodu ta’ 5 snin u matul dan iż-żmien int tista’ titlobna kopja tagħhom. Dawn ir-records jibqgħu tagħna biss u jistgħu jintużaw bħala evidenza fi kwalunkwe argument li jinqala’ jew li jkun antiċipat.”

6.3 “We may however refuse to act on your instructions or those given on your behalf if we are in any doubt as to their authenticity or if acting on them would be a breach of any law, market practice, HSBC Group policies or rules and regulations of any relevant self-regulatory organisation to which we may belong. Please refer also to Section 13.3.”

### **Clause 7 – Fees and Commission**

We have added the below paragraph in clause 7.2:

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

We have added the below paragraph in clause 7.3:

7.3 “For investment funds we will also provide important information with breakdowns of the costs/charges of your investments.”

Note : Kindly note that previous 7.3 clause in Terms of Business Version 5 now reads 7.4 in Terms of Business Version 6.

### **Clause 10 – Contacting you**

We have amended clause 10 to read as follows:

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

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

## **Klawsola 13 – Ir-responsabbiltajiet tagħna u tiegħek**

Aħna żidna klawsola ġdida 13.3 hekk:

13.3 “Hija responsabbiltà tal-klijent li jassigura li tingħata informazzjoni eżatta u aġġornata waqt il-laqqgħat mal-Bank għax din l-informazzjoni joqogħdu fuqha u jużawha l-Ufficjali tal-Wealth Management meta jkunu qed jagħmlu r-rakkomandazzjonijiet tagħhom.

Il-Bank irid ikun aġġornat mill-ewwel rigward bidliet materjali f’xi informazzjoni li tkun ingħatat.

L-għoti ta’ informazzjoni hażina jew li mhix eżatta jista’ jwassal biex il-Bank jirrifjuta li jsir ċertu negozju.

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

## **Klawsola 14 – Dikjarazzjoni dwar il-Politika tal-Aħjar Eżekuzzjoni**

L-istqarrija relatata mal-aħjar eżekuzzjoni ġiet aġġornata kif hawn hawn taħt biex issa l-obbligu hu li jittieħdu “biżżejjed” passi. Qabel il-Bank kien jeħtieġlu jieħu passi “raġonevoli”.

L-ewwel parti ta’ klawsola 14.2 ġiet aġġornata biex tgħid hekk:

14.2 “Meta nibagħtu ordni ta’ Klijent biex tiġi eżegwita, aħna nieħdu biżżejjed passi biex jinkiseb l-aħjar riżultat possibbli mill-eżekuzzjoni fuq bażi konsistenti kif mitlub mir-regoli tal-MiFID.”

Aħna inkludejna wkoll dan il-paragrafu ġdid fl-istess klawsola 14.2:

Barra minn hekk, għal skemi ta’ investment kollettivi l-Fund Manager/Fund Administrator rilevanti jkun il-post fejn issir l-eżekuzzjoni. Tista’ ssib l-informazzjoni dwar l-eżekuzzjoni u dwar l-aqwa f’ames postijiet fejn issir l-eżekuzzjoni fil-websajt tagħna.

Jekk jogħġbok ara wkoll il-Prospett tal-Fond/i rilevanti u t-Termini u Kundizzjonijiet tan-Nominati (skont kif jista’ japplika).”

## **Klawsola 17 – In-natura tar-riskji tal-investment**

Aħna emendajna klawsola 17.4 biex ikun enfasizzat li l-Bank ma jagħtix assessjar kontinwu ta’ kemm jgħoddu għalik l-investimenti tiegħek. Il-klawsola emendata tgħid hekk:

## **Clause 13 – Our Responsibilities and Your Responsibilities**

We have included a new clause 13.3 as follows:

13.3 “It is the client’s responsibility to ensure that accurate and up to date information is given during meetings held with the Bank because this information will be relied upon and used by the Wealth Management Official when making his/her recommendations.

The Bank must also be promptly updated with any material changes to any information provided.

Providing incorrect or inaccurate information may result in business being declined by the Bank.

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

## **Clause 14 – Best Execution Policy Disclosure Statement**

The statement relating to best execution had been updated as set out below so that now the obligation is to take “sufficient” steps. Previously the Bank was required to take “reasonable” steps.

The first part of Clause 14.2 has been updated to read as follows:

14.2 “When transmitting a Client order for the purposes of execution, we will take all sufficient steps to achieve the best possible execution result on a consistent basis as required by the MiFID rules.

We have also included the following new paragraph in same clause 14.2:

“Furthermore, for collective investment schemes the relevant Fund Manager/Fund Administrator will be the execution venue. Information regarding execution and the top five execution venues can be accessed via our website.

Please also refer to the Prospectus of the relevant Fund/s and the Nominee Terms & Conditions (as may be applicable).”

## **Clause 17 – Nature and Risks of the Investment**

We have amended clause 17.4 to highlight that the Bank does not provide an ongoing assessment of the suitability or otherwise of your investments. The amended clause reads as follows:

17.4 “Il-Bank ma jagħtikx ta’ spiss evalwazzjoni ta’ kemm jgħoddu għalik l-investimenti rakkomandati jew miżmuma fil-portafoll tiegħek. Il-Bank jirrakkomanda u jinkoraġġixxi li int tkellem lill-Uffiċjal tal-Wealth Management rispettiv tiegħek tal-inqas darba fis-sena biex tagħmlu analiżi sħiħa tal-ippjanar finanzjarju tal-portafoll tiegħek, inkluż analiżi tal-investimenti. Din l-analiżi tkopri bidliet materjali li jolqtu l-investimenti li tkun xtrajt fuq parir tagħna.”

Ždiedet klawsola ġdida 17.5 rigward riskji relatati ma’ rahan, dritt ta’ tpaċija u riskji fl-interessi tas-sigurtà. Il-klawsola emendata tgħid hekk:

17.5 “Prodotti ta’ investment/assicurazzjoni mixtrija minnek permezz tal-Bank jistgħu jkunu sugġetti għal rahan, power of sale u/jew dritt ta’ tpaċija. F’dawn il-każi, Int għandek ir-riskju ta’ telf ta’ flus kontanti jew ta’ dawn il-prodotti jekk il-Bank jew terza persuna rilevanti li għandha dan id-dritt tinforza l-interessi tas-sigurtà tagħha billi teżercita drittijiet ta’ tpaċija fuq flus kontanti jew billi tillikwida dawn il-prodotti. Jekk jogħġbok ara l-Prospett tal-Fondi u t-Termini u Kundizzjonijiet tan-Nominati rilevanti (skont kif jista’ japplika).

Il-Bank huwa wkoll intitolat li jinforza l-interessi tas-sigurtà tiegħu, jew iħalli lil terzi jinforzaw l-interessi tas-sigurtà tagħhom, billi jillikwida biżżejjed assi miżmuma f’ismek jew għalik, mingħajr il-kunsens tiegħek jew qabel javżak, fejn int tkun tajt rahan fuq dawn l-assi favur il-Bank jew xi bank/kreditur ieħor.”

## Klawsola 18 – Ilmenti

Aħna aġġornajna klawsola 18.4 biex tirreferi għad-dettalji tal-Uffiċċju tal-Arbitru tas-Servizzi Finanzjarji skont kif ġej:

18.4 Jekk tibqa’ mhux sodisfatt bil-mod kif ikun ġie trattat l-ilment tiegħek tista’ tressaq il-kwistjoni f’dan l-indirizz:

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

Numru Freephone: 8007 2366  
Numru tat-Telefown: 2124 9245  
Email: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)  
Sit elettroniku: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

Dettalji dwar kif tista’ tressaq ilment jinstabu fis-sit elettroniku mnizzel hawn fuq.

17.4 “The Bank does not provide you with an ongoing assessment of the suitability or otherwise of the investments recommended or held in your portfolio. The Bank recommends and encourages that you contact your respective Wealth Management Official at least on a yearly basis in order to undertake a full financial planning review of your portfolio including a review of investments. Such review will cover material changes in regards to your investments which were purchased on our advice.”

A new clause 17.5 had been included referring to risks related to liens, right of set-off and security interests. The new clause reads as follows:

17.5 “Investments/insurance products purchased by you through the Bank can be subject to a lien, power of sale and/or right of set off. In such cases, you face a risk of loss of cash or of such products if the Bank or any relevant third party having such right, enforce their security interest by exercising set-off rights against cash or by liquidating such products. Please refer to the relevant Prospectus of the Funds and Nominee Terms and Conditions (as may be applicable).

The Bank is also entitled to enforce its security interest, or allow third parties to enforce their security interest, by causing the liquidation of a sufficient number of assets held in your name or on your behalf, without your consent or prior notice to you, where you have granted a pledge over such assets in favour of the Bank or any other third party bank/creditor.”

## Clause 18 – Complaints

We have updated clause 18.4 to refer to details of the Office of the Arbiter for Financial Services as follows:

18.4 If you feel that your concern has not been dealt with in a satisfactory manner you may refer the matter as follows:

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

Freephone number: 8007 2366  
Telephone number: 2124 9245  
E-mail: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)  
Website: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

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

**Approved and issued by HSBC Bank Malta p.l.c.**

Wealth Management, HSBC Retail Banking & Wealth Management Centre,  
Mill Street, Qormi QRM3101 Malta

[www.hsbc.com.mt](http://www.hsbc.com.mt)

Customer Service: 2380 2380

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