

# HSBC Personal Banking Booklet

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**This Personal Banking Booklet**

This Personal Banking Booklet contains important information about the products and services set out below. It includes general terms that apply to each of these products and services, unless stated otherwise. There are also additional terms that govern the specific products and services offered by us to you. We call these our “Product Terms”. You should read the Product Terms that apply to your product or service together with this booklet.

**If you are facing tough times, living with a disability, need extra support with your banking needs or cannot access one of our branches and would like assistance with relevant products or services, please contact us on 1300 308 008 (+61 2 9005 8220) or refer to our website at [hsbc.com.au/help/extra-care](https://www.hsbc.com.au/help/extra-care). See also clause 40 (“How do we communicate?”).**

**Products**

Transaction and Savings Accounts	
<b>Transaction Accounts</b>	<b>Savings and Term Deposit Accounts</b>
✓ Everyday Global Account	✓ HSBC Bonus Savings Account
✓ Day to Day Account	✓ HSBC Everyday Savings Account
✓ HSBC Premier Children’s Savings Account	✓ Term Deposit Account
Home Loans	
✓ Standard Variable Loan	✓ Home Value Loan
✓ Home Smart® Loan	✓ Fixed Rate Loan
✓ Home Equity Loan	✓ Bridging Loan
✓ Construction Loan	

Home Loan Transaction and Savings Accounts	
✔ Offset Savings Account	✔ Home Loan Transaction (Non Offset) Account
Credit Cards	Personal Loans
✔ HSBC Star Alliance Credit Card	✔ Personal Loan
✔ HSBC Premier Credit Card	
✔ HSBC Premier Qantas Credit Card	
✔ HSBC Platinum Credit Card	
✔ HSBC Platinum Qantas Credit Card	
✔ HSBC Low Rate Credit Card	
Services	
✔ Online banking	✔ Mobile banking
✔ Phone banking	✔ Digital wallets

**This booklet also applies to any card we issue if your Product Terms state that a card is issued.**

## Products we no longer offer

### Transaction Account

- ✓ HSBC Premier Cash Management Account

### Home Loans

- ✓ Market Linked Loan
- ✓ Home Rewards Loan

### Credit Cards

- ✓ Classic Credit Card

### Bank Guarantee

- ✓ Secured by Property
- ✓ Secured by Cash

### Credit Lines

- ✓ Personal Credit Line



## 1. Who's your agreement between?

You	We/Us/Our
Depending on your product (see your Product Terms), "you" means the person or persons we've:	HSBC Bank Australia Limited
	ABN 48 006 434 162
	GPO Box 5302 Sydney NSW 2001
<ul style="list-style-type: none"><li>opened one or more accounts for;</li><li>named as the borrower in your letter of offer or schedule; or</li><li>registered to use either of our online banking services: online banking or the mobile banking app.</li></ul>	AFSL/Australian Credit Licence 232595)
If permitted under your Product Terms, this may be more than one person and can also include a personal representative, or anyone else who takes over your legal rights or duties.	T: 1300 308 008 <a href="http://www.hsbc.com.au">www.hsbc.com.au</a>
	These also apply to anyone who we've told you has taken over from us under your agreement.

## 2. What forms the agreement between us?

The documents that form the agreement between you and us ("your agreement" or "agreement") are made up of the following documents:

- This Personal Banking Booklet.
- The additional terms that govern the specific products and services offered by us to you ("Product Terms"). These terms will either be expressly:
  - designated as "Product Terms"; or
  - described as such by other applicable Product Terms (for example, in a list of documents that form part of the Product Terms for a particular product or service).

- Information or documents issued by us and to which we expressly refer in other parts of our agreement (“Designated Materials”). Designated Materials may include, for example, information we make available to you on our website, at our branches and/or on request.
- Each application issued by us and signed by you, together with all related forms and consents signed by you, in connection with your application for a product or service (“Application”).

**Single Agreement**

We provide our products and services to you on the basis that your agreement forms a single agreement between you and us and neither you nor us would otherwise enter into it, or any related transactions.

**Inconsistency**

If there is any inconsistency between:

- this Personal Banking Booklet and any Product Terms or other specific terms applicable to a particular product or service that forms part of the agreement, the specific terms prevail; or
- your agreement and any direction, decision, requirement or other rule issued by us in connection with your agreement (as contemplated by your agreement), the latter in time prevails (subject to our obligations under this agreement to give notice of any changes),

in each case, to the extent of the inconsistency, and unless otherwise specified in writing (for example, the Product Terms may provide for the order of priority in relation to a particular product or service).

**3. Where will you find important information about your agreement with us?**

The following table is a quick reference that sets out the type of information you might be looking for, and where you might find that information.

<b>Terms</b>	<b>Where you'll find them</b>
General terms that apply to our products and services where specified (for example, transaction and savings, home loans, credit cards, overdrafts and personal loans)	Where specified in this booklet
Statutory Important Information notice that applies to credit cards, home loans and personal loans that are regulated under the National Credit Code	The Home Loan Terms The Personal Loan Terms The Credit Card Terms
Specific terms for transaction accounts and savings accounts	The Transaction and Savings Accounts Terms
Specific terms for home loans	The Home Loan Terms Your Letter of Offer
Specific transaction terms for Offset Savings Account, Home Loan Transaction (Non Offset) Account, Home Smart®, Home Equity, Home Value and Standard Variable Rate loan accounts	The Home Loan Terms Your Letter of Offer
Specific terms for credit cards	The Credit Card Terms The Credit Card Schedule Your Credit Card Offer Document
Specific terms for personal loans	The Personal Loan Terms Your Letter of Offer
Specific terms for online and mobile banking	The Online Banking Terms

Terms	Where you'll find them
Interest rates	<ul style="list-style-type: none"> <li>• For Transaction and Savings Accounts. For your current interest rate, please check our website at <a href="https://www.hsbc.com.au">hsbc.com.au</a> and click on the relevant product or contact us at 1300 308 008. For the terms on how interest is paid, see clause 30 ("Interest calculations and interest rates") of this booklet and the Transaction and Savings Accounts terms.</li> <li>• For home loans, credit cards, personal loans and overdrafts, please refer to the rate notices from us, your letter of offer or credit card schedule (as applicable). Our current interest rates are also on our website at <a href="https://www.hsbc.com.au">hsbc.com.au</a> and clicking on the relevant product page.</li> </ul>
Our current exchange rates	To find out our current indicative exchange rate, please contact us in branch or by phone at 1300 308 008 or check our website at <a href="https://www.hsbc.com.au">hsbc.com.au</a> .
Digital wallets	The HSBC with Apple Pay or HSBC with Google Pay Terms and Conditions (as applicable) at Part D of this booklet.

### **Laws and regulations**

When we talk about “laws and regulations”, this includes all laws, rules, regulations and codes of practice applicable to us and any recommendations, requirements or decisions laid down by any court, regulator, government authority or agency or other similar body that apply to us.

### **ePayments Code**

The ePayments Code is a voluntary code that regulates electronic payments, including ATM, EFTPOS and credit card transactions, online payments, online and mobile banking, and BPAY®.

We warrant that we will comply with the ePayments Code.

### **Banking Code of Practice**

The Banking Code of Practice (BCOP) sets out the standards of practice and service in the Australian banking industry for individual customers, small business customers and their guarantors. See BCOP for customer definitions. If BCOP applies to you, the relevant provisions of that code apply when you use one of our products or services.

You can obtain a copy of BCOP from our website, by calling us, or by asking in our branch. If you require further information on anything in our documents, you can request it from us anytime.

## **Part A: Using Your Personal Banking Products**

Part A of this booklet describes how you use your personal banking products, security requirements and key features and services. If we make electronic banking available, for example, through online banking, mobile banking, phone banking, direct debits and credits, EFTPOS and credit and debit cards, you may give us instructions electronically, and we are authorised to carry out those instructions under the terms of the agreement between you and us.

### **EFTPOS or payment terminal**

When we use the words ‘EFTPOS’ or ‘payment terminal’ we mean a device which accepts card payments.

## Acceptable Use Policy

You must not use our products, accounts or online banking services in a manner which we determine on a reasonable basis is unlawful, harms others or could result in financial abuse.

This can include where your conduct:

- is unlawful or could reasonably cause harm to another person;
- unreasonably impacts another persons' ability to use our products, accounts and services; or
- is harassing, offensive, threatening, intimidating, abusive or caused or is likely to cause or encourage physical or mental harm to another person or promotes violence against any person, including customers of another bank.

You must also comply with our Security Guidelines set out in clause 5 ("Keeping up security") below.

Where we identify or are made aware of instances where in our reasonable opinion a product, account or online banking service is being used in a manner that does not comply with this Acceptable Use Policy as detailed above, we may respond proportionately at any time, including immediately and without notice, and take any action against you that is reasonably necessary to protect us or another person.

**If you are concerned about your banking safety, you can call us on 1300 308 008 (+61 2 9005 8220) or refer to our website at [hsbc.com.au/help/extra-care](https://www.hsbc.com.au/help/extra-care).**

## Security

### 4. How do we make sure we're dealing with you?

Before we provide information about your account, allow you to make payments (where applicable), provide new services, open or close accounts and do other things we're asked to, we need to check your identity and make sure that the action you're asking us to take is authorised by you. The law may also require us to collect identification information and verify your identity throughout our relationship.

We may need to check that your signature on a document authorising a payment matches a signature you’ve given us or on your card (if you have one). If you’re in a branch, we may also ask for an identity document which has your photo on it (for example, a driver’s licence or passport).

Otherwise, where it is reasonable to do so, we’ll assume we’re dealing with you and that we’re authorised to take action if your security details are used in connection with a service we provide for accessing accounts or with a payment device.

What is a ‘payment device’?	What are ‘security details’?
This is a card (debit or credit), digital wallet (such as Apple Pay or Google Pay™), Secure Key (physical or digital) or another device that you can use (usually with security details) to make payments, funds transfers and cash withdrawals (where applicable), give us instructions or access information about your account.	These can be passwords, PINs, passcodes, memorable data, biometric data (such as a fingerprint, face picture or voice ID) or any other information or details that you’re required to keep secret, that may be required to authenticate a transaction or user, and that you’ve set up with us or we give you for use with a payment device or phone banking, online banking or mobile banking.

5. Keeping up security







We’ll do all we reasonably can to prevent unauthorised access to your account. You must also act reasonably to prevent misuse of your account by keeping your payment devices and security details safe. If you don’t, we may take steps to reduce loss, as described in clause 16 (“Blocking payments, payment devices, services and accounts and temporary transaction limits”) and you may become responsible for the unauthorised payments and use on your account. Please see clause 7 (“Incorrect, unauthorised and mistaken internet payments”) for who is responsible for unauthorised transactions.

## **Security Guidelines**

These are guidelines for preventing misuse of your accounts and to protect the security of your payment devices (this isn't a complete list) and are for your information:

Your liability will be determined under the ePayments Code and not by these guidelines.

### **Don't**

-  allow anyone (other than an authorised signatory or third-party provider) to use any payment device or tell them your security details, such as your password (including a family member, friend or HSBC staff). We'll never ask you for your security details;
-  act with extreme carelessness in failing to protect the security of your security details (such as disclosing your one-time passcodes to anyone including HSBC staff);
-  choose security details that can be easily guessed by anyone else such as your date of birth or a recognisable part of your name. This would be extremely careless and may result in you being found responsible for unauthorised access to your account using your security details;
-  use security details that you use for other services. For example, your password should be unique to HSBC Online Banking;
-  write down or store any security details (such as a password or PIN) in a way that can be understood or retrieved by someone else, are liable to be lost or stolen or keep them with your payment device without making a reasonable attempt to protect the security of your security details. Never allow your device or browser to automatically store your banking passwords;
-  log in, or stay logged in, to an internet or mobile payment device or app if you're not in full control of it or it's not in your possession;



- ✗ tamper with any of the services (for example, decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, or delete) provided through online banking or mobile banking;
- ✗ use any services in any unlawful manner or purpose or act fraudulently or maliciously (for example, inserting a malicious code, virus, or harmful data into the operating system of our online banking or mobile banking software); or
- ✗ write your Online Banking username together with your password, or leave your log on details with your Secure Key.

**Do**

- ✓ choose security details that are memorable to you but hard for someone else to guess. Passwords containing combinations of alpha and numeric characters as well as special characters are generally harder to guess;
- ✓ change your security details on a regular basis;
- ✓ delete or deactivate any stored biometric access to a payment device (such as fingerprint, face or voice ID) or to any device linked to a payment device used by anyone else;
- ✓ delete cards from a payment device or from any digital wallets accessed from a payment device before you transfer possession of it to someone else (for example if you sell it, give it to someone for repair or throw it away);
- ✓ follow all security measures provided by your mobile device manufacturer that apply to your use of the mobile banking app or your mobile device. Never modify the device or its system without the manufacturer's permission (sometimes referred to as 'jail-broken' or 'rooted'), and always install and update all security and software updates;
- ✓ keep your personal online banking account and mobile device secure by using anti-virus and anti-spyware software and a personal firewall;
- ✓ make sure you only access the online banking service directly from our website or our official app from the app store. Don't click on any email links and then enter your personal details;

- ✓ if you allow an authorised signatory or third party provider to use any payment device or tell them your security details, make sure that they act reasonably to prevent misuse of your payment devices and security details, including by sharing these security tips with them and ask them to check our website for additional tips; and
- ✓ disable functionality that remembers log on details on your computer or browsers.

Additional tips for protecting your account and for keeping your payment devices and security details safe are on our website. Please check for any updates we may make over time.

## **6. What you must report to us**

This clause only applies to products that allow you to make payments (see your Product Terms) or where you use online banking.

You must tell us immediately if there is or you suspect an incorrect payment, an unauthorised payment or mistaken internet payment, see clause 7 ("Incorrect, unauthorised and mistaken internet payments").

You must also tell us immediately, if you suspect that any of the following has occurred:

- a card or payment device is lost, stolen or misused.
- an access code or PIN becomes known to someone else or misused.
- a transaction may have been made without your authority.
- you've lost a bank cheque, personal cheque or cheque book linked to your account.
- you suspect your security details are no longer safe.
- you believe you have made a mistake in instructing us to make a BPAY® Payment.
- you have been a victim of identity fraud.

- if there are any delays or mistakes in processing a BPAY® payment.
- a BPAY® payment that has been made by us hasn't been authorised.
- if you've been fraudulently induced to make a BPAY® payment.

To contact us, please refer to the contact details in clause 40 ("How do we communicate?").

### **How we will respond to your report**

We may cancel your access method and/or restrict your account, if this is necessary. Where we cancel your access method, we will arrange for you to select a new one.

We'll acknowledge your report by giving you a reference number that verifies the date and time we were contacted. You must keep this reference number as proof that we were advised.

We'll ask you to give us information or other help and this may include information to the police to assist with any investigation.

### **What if you find it after you have reported it?**

If you recover a card that has been reported lost or stolen, the card must not be used again. The card should then be cut in half.

If you find a payment device or cheque after you have reported it lost, stolen or misused, do not use it. You must return it to us or destroy it if we ask.

### **Our fees to send you a new or replacement payment device or passcode**

We currently do not charge a fee to issue a new or replacement payment device or passcode.

7. Incorrect, unauthorised and mistaken internet payments

This clause only applies to products that allow you to make or receive payments – see your Products Terms.

What is an incorrect payment, unauthorised payment or mistaken internet payment?

What is ...		
an incorrect payment?	an unauthorised payment?	a mistaken payment?
A payment that we have made in error because it has not been sent to the person or account you specified when you asked us to make the payment.	<p>A payment made from your account which was not authorised by you or someone you’ve authorised to make payments from your account.</p> <p>A payment is not ‘unauthorised’ where it is performed by you or by anyone else with your knowledge and consent. This may include where you give someone your payment device or security details and they use them to make a payment.</p> <p>This is why you mustn’t tell anyone your security details or allow anyone access to your payment device.</p>	A payment (other than a payment using BPAY®) from your account using a “pay anyone” banking facility where funds are paid into an account of an unintended recipient because you entered a BSB and/ or account number that doesn’t belong to the intended recipient because of your error or you being advised of the wrong details. This excludes payments you made as a result of a scam.

## **What will we do?**

When you report an incorrect, unauthorised, or mistaken internet payment, we will acknowledge this and investigate it in accordance with our obligations under the ePayments Code. Please see 'What process do we follow when you dispute a transaction?' below and clauses 22 ("Statements and other information we'll give you"), 55 ("Complaints and investigations") and 56 ("Results of our investigations") for details about how to raise a transaction query, make a complaint (if you are not satisfied with the outcome of our investigation) and how we deal with investigations.

## **What happens after you tell us that an incorrect payment has occurred?**

If we determine that the payment was an incorrect electronic payment, we will reverse the payment, make any correction to your account in a way that ensures you are no worse off and notify you as soon as practicable. We will do so in accordance with the ePayments Code.

## **What happens if you become aware an unauthorised payment has occurred?**

Generally, you will not receive a refund for an unauthorised payment. However, you may get your money back in instances where:

- you have informed us immediately for circumstances outlined in clause 6 ("What you must report to us"); or
- you have told us about the transaction within the timeframes set out under 'What process do we follow when you dispute a transaction?' below and clause 55 ("Complaints and investigations") (where applicable) and:
  - a chargeback right exists and was found in your favour; or
  - a recall of a payment from another bank or payee is successful.

If we reasonably determine that the payment was an unauthorised payment, we will determine your liability in accordance with the ePayments Code. This means that your liability will generally be as set out in the following table:

Who's responsible for unauthorised payments?	
When are you liable?	When are you not liable?
<p>You are liable for transactions performed by you or by anyone who performs a transaction with your knowledge and consent.</p> <p>You will also be liable for actual losses resulting from unauthorised transactions where you contributed to the loss by:</p> <ul style="list-style-type: none"><li>• engaging in fraud;</li><li>• willingly sharing your passcodes with anyone, including family or friends;</li><li>• writing, recording, or keeping passcodes on a payment device or any item that is carried with or can be lost or stolen simultaneously with a device, without making a reasonable effort to protect the security of the passcode;</li><li>• keeping a written record of passcodes required for transactions on items that are liable to be lost or stolen simultaneously, without making a reasonable effort to protect the security of the passcode;</li><li>• choosing a passcode that represents your birth date or a part of your name that is easily recognisable;</li></ul>	<p>You will not be liable for loss arising from an unauthorised payment where it is clear you did not contribute to the loss.</p> <p>This includes unauthorised payments where the cause of the loss is the result of:</p> <ul style="list-style-type: none"><li>• the fraud or negligence of our staff, agents or third parties involved in networking arrangements, or a merchant or their employee or agent;</li><li>• a payment device, identifier or passcode that is forged, faulty, expired or cancelled;</li><li>• a transaction requiring the use of a payment device and/or passcode that occurred before the user received the payment device and/or passcode (including a reissued device and/or passcode);</li><li>• a transaction being incorrectly debited more than once to the same facility;</li><li>• an unauthorised transaction performed after you have told us that a payment device has been misused, lost or stolen, or the security of a passcode has been breached;</li></ul>

Who’s responsible for unauthorised payments?	
When are you liable?	When are you not liable?
<ul style="list-style-type: none"><li>• acting with extreme carelessness in failing to protect the security of your passcodes;</li><li>• leaving your card in an ATM (assuming the ATM has reasonable safety measures to prevent this); or</li><li>• unreasonably delaying reporting the misuse, loss or theft of a device, or the breach of security for all passcodes (however your liability will only cover the period from when you became aware or should reasonably have become aware of such matters until the time you notified us).</li></ul>	<ul style="list-style-type: none"><li>• a transaction made using an identifier without a code or payment device; or</li><li>• a transaction made using a payment device and not a code, provided you did not unreasonably delay reporting the loss or theft of the payment device.</li></ul>

Limits on your loss

We will limit your liability for loss in accordance with the ePayments Code. For example, if the unauthorised access was your fault, but resulted in a loss that is more than your daily limit, you may be responsible for the loss up to your daily limit and we may be responsible for amounts accessed over your daily limit.

**What happens after you tell us that you’ve made a mistaken internet payment?**

**Important Information**

We’re not responsible for payments where you gave us the wrong details. When processing payment instructions, HSBC will only rely on the BSB number, account number and bank details you provide. The account name is not validated. Before proceeding with a payment instruction, it is important that you always check the payment details provided carefully, because if the payment is paid to an incorrect recipient, it may not be possible to recover it.

When you tell us that you’ve made a mistaken internet payment, we’ll acknowledge this and will start investigating it. We’ll write to you within 30 Business Days to tell you the outcome. We are not required to do anything further if we don’t think there’s been a mistaken internet payment.

If we believe there has been a mistaken internet payment, we’ll ask (within 5 Business Days of receiving your report) the receiving bank to return the money. They must tell us within 5 Business Days of us asking them that they’ve got our request and whether the recipient who received the payment by mistake has enough money in their account to cover the request we’ve made.

If we are satisfied that a mistaken internet payment has been made, the processes we, and the receiving bank, will follow depends on when you reported the mistaken internet payment, and whether the money is available, as set out in the table below.



Circumstances	If reported under 10 Business Days	If reported between 10 Business Days and 7 months	If reported after 7 months
<p>There's enough money in the account to cover the mistaken internet payment.</p>	<p>If the receiving bank agrees a mistaken internet payment has been made, they must return the money within 5 Business Days of receiving our request, if possible, or otherwise within 10 Business Days of our request. If they don't agree a mistaken internet payment has been made, they may ask the mistaken recipient's permission to return the money as soon as possible, but there is no guarantee that they'll give permission, or the money will be returned.</p>	<p>The receiving bank will investigate the payment within 10 Business Days of us contacting them.</p> <p>If the bank agrees a mistaken internet payment has been made, they will:</p> <ul style="list-style-type: none"> <li>• notify the mistaken recipient and present them from withdrawing that money for 10 further Business Days; and</li> <li>• give the mistaken recipient 10 Business Days (starting from the date their account is blocked) to object or prove they are entitled to the money.</li> </ul>	<p>If the receiving bank agrees a mistaken internet payment has been made, it must get the mistaken recipient's consent to return the money.</p> <p>If the receiving bank doesn't agree a mistaken internet payment has been made, they may ask the mistaken recipient's permission to return the money as soon as possible, but there is no guarantee they'll transfer the money to you as soon as possible.</p>

Circumstances	If reported under 10 Business Days	If reported between 10 Business Days and 7 months	If reported after 7 months
		<p>If the recipient does not, the receiving bank will return the money within 2 Business Days after the 10 Business Days has expired. If the receiving bank doesn't agree a mistaken internet payment has been made, they may ask the mistaken recipient's permission to return the money as soon as possible, but there is no guarantee that they'll give permission, or the money will be returned.</p>	

Circumstances	If reported under 10 Business Days	If reported between 10 Business Days and 7 months	If reported after 7 months
There's not enough money in the account	<p>When there's not enough money in the account to cover the mistaken internet payment, the receiving bank may decide to:</p> <ul style="list-style-type: none"><li>• recover the full payment;</li><li>• recover a partial payment; or</li><li>• not to recover any funds.</li></ul> <p>If the receiving bank decides to recover the full payment, it must take reasonable steps to recover the funds, for example by taking instalment payments from the mistaken recipient.</p>		

Refer to clause 11 (“Making payments on business days”) of this booklet on how we define a Business Day.

If the payment was to another bank in Australia and we're unable to recover your money, you can ask us in writing to give you all the information we've been given by the bank that received the money, so you can try to recover the money yourself.

If you're unsatisfied with any way the investigation or process has been dealt with, either by us or the receiving bank, you can make a complaint by following the steps set out under Part C: Other Important Terms, of this booklet.

The amount you are responsible for will always be determined by us by complying with the ePayments Code.

**What happens if you receive a mistaken or fraudulent internet payment?**

If we reasonably determine that a payment has been made into your account as a result of mistake or fraud (including scams), we may take the money out of your account and return the money to another person. Where that account has insufficient balance, we may take money from another account that you hold with us so long as you are no worse off than had the payment not occurred. We may also need to share information about you or your account with the sender and/or their bank to do this.

We may not always be able to tell you before we do this. If we do not give you prior notice we may give you general reasons for us taking action under this clause afterwards (where it is appropriate for us to do so) but we do not have to do so if we reasonably believe the law, or any regulation prevents us from doing so or we reasonably believe doing so would compromise reasonable fraud prevention or security measures, or cause harm to someone else.

If you receive a mistaken internet payment into your account, we will act in accordance with the below table:

Circumstance	If reported to us less than 10 days after the payment is received	If reported to us between 10 days and 7 months	If reported to us after 7 months
There’s enough money in your account to cover the mistaken internet payment	When we are contacted by another bank, we will investigate. If we agree a mistaken internet payment has been made, we will return the money from your account within 5 – 10 Business Days.	We will investigate within 10 Business Days of being notified by another bank.  If we agree a mistaken internet payment has been made:	We will investigate within 10 Business Days of being notified by another bank.  If we agree a mistaken internet payment has been made, we will return the amount to the sender, once we have your permission.

Circumstance	If reported to us less than 10 days after the payment is received	If reported to us between 10 days and 7 months	If reported to us after 7 months
	If we don't agree it's a mistaken internet payment, we will ask for your permission to return the mistaken amount.	<ul style="list-style-type: none"><li>• we will let you know and place a block on your account for that amount (you won't be able to withdraw this amount) for 10 Business Days;</li><li>• you have a right to object or prove you are entitled to the money within 10 Business Days of your account block.</li><li>• If you do not object or provide proof (or you are unsuccessful in doing so), we will return the amount to the sender without your permission.</li></ul>	If we don't agree it's a mistaken internet payment, we may ask for your permission to return the mistaken amount.

Circumstance	If reported to us less than 10 days after the payment is received	If reported to us between 10 days and 7 months	If reported to us after 7 months
		If we don't agree it's a mistaken internet payment, we may ask for your permission to return the mistaken amount.	
There's not enough money in your account	<p>Where you do not have enough money to cover the mistaken internet payment, we may decide to:</p> <ul style="list-style-type: none"><li>• return the full payment;</li><li>• return a partial payment; or</li><li>• not return any funds.</li></ul> <p>If we decide to return the full payment, we may return the amount in instalments and we'll do so in accordance with the ePayments Code. If we don't agree it's a mistaken internet payment we may ask for your permission to return the mistaken amount.</p>		

**If you receive benefits from Services Australia or Department of Veterans' Affairs, we'll always follow the *Code of Operation: Recovery of debts from customer nominated bank accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments*, to ensure you will still have enough money to meet essential living expenses before we return a mistaken payment amount (including a mistaken internet payment amount).**

**What process do we follow when you dispute a transaction?**

If you contact us to dispute a transaction we will follow the process in this table.

<b>Disputed Transactions</b>	<p><b><i>Card Transactions Resolve Directly with Merchant</i></b></p> <p>If you use a card (including via a digital wallet) to make a purchase, and you have been charged more than what you agreed to pay or didn't authorise the purchase, you should try to resolve the dispute with the merchant.</p> <p>If you're unsuccessful, you can ask us to make a 'chargeback' request to the merchant's bank for you under the relevant card scheme rules. We can't always claim a chargeback (for example, if your complaint relates to a special promotion).</p> <p><b><i>Chargeback Requests</i></b></p> <p>In some cases, a chargeback right may exist. This means that we may be able to claim a refund from the merchant on your behalf. However, there are time limits for making a chargeback request, and different time limits apply depending on the type of transaction and the card scheme of your card (i.e. if it is a Visa or a Mastercard). We do not control these time limits.</p> <p>It is in your interest to report any disputed transaction to us as soon as possible so that we may reasonably investigate it.</p> <p>If you do not notify us promptly, the ability to dispute a transaction may be lost, and you may be held liable for the loss.</p> <p>We'll investigate your claim and may ask you to provide information which we reasonably need to raise a chargeback request.</p> <p>If you notify us in time, and the scheme rules governing your transaction states that you are entitled to raise a chargeback, we will process the credit to your account for the amount initially debited for the transaction.</p>
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<b>Disputed Transactions</b>	<p>However, the merchant also has rights to have the transaction further investigated and you will be re-debited if they provide adequate evidence. Not all chargeback requests are successful. We'll either refund the payment or inform you of the reason for refusing the refund.</p> <p><b><i>Your card obligations pending our investigation</i></b></p> <p>Whilst we investigate your disputed transaction, we may suspend your obligation to pay any amount which is the subject of the dispute or any credit or other interest charges related to that amount until your dispute has been resolved. However, you will need to continue making at least your monthly minimum payments on your account. Your obligation to pay the disputed transaction amount and/or charges will be reinstated if the outcome of the dispute is not found in your favour.</p> <p><b><i>No chargeback rights</i></b></p> <p>Where no chargeback right exists and an unauthorised card transaction is done electronically, we will handle the dispute in accordance with the ePayments Code. Please see 'How we handle certain issues relating to electronic payments and chargebacks' in clause 55 ("Complaints and investigations").</p>
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See clause 56 ("Results of our investigations") for further details about how we deal with investigations.

**8. When we aren't responsible for things that go wrong**

For when we are not responsible for incorrect payment, unauthorised payment or mistaken internet payments, see clause 7 ("Incorrect, unauthorised and mistaken internet payments"). For everything else, we won't be responsible for any losses you may suffer if we can't perform, or we delay in performing, our obligations under this or any of our other agreements with you as a result of:

- any legal or regulatory requirements or us reasonably believing that non-compliance with any legal or regulatory requirements may occur. This includes for example those relating to the prevention, detection or investigation



of financial crimes such as money laundering, terrorist financing, bribery, corruption, fraud, tax evasion, economic sanctions, or other unlawful activity; or

- abnormal or unforeseeable circumstances including but not limited to systems, network or equipment interruptions or failures, which are outside our (or our agents' and/or subcontractors') control and which we could not have avoided despite all efforts to the contrary; or
- a merchant or ATM retaining or not accepting your payment device or instructions (or the way in which it is conveyed to you).

Please also refer to clause 52 ("Liability") which explains other circumstances in which we will not be liable.

## **Instructions**

Here we explain how we treat instructions from you to us in relation to the products or services provided under the agreement. This clause does not affect the operation of clause 7 ("Incorrect, unauthorised and mistaken internet payments").

### **9. Instructions generally**

You:

- authorise us to accept instructions from you or any other person that you duly authorise to act on your behalf;
- agree that we may assume the authenticity of any instructions given or purportedly given by you or any authorised person (unless we have reason to believe that the instruction was not given with your knowledge, authority or consent);
- authorise us to act upon any instruction that we reasonably believe to be authentic and valid;
- are responsible for ensuring the accuracy and completeness of the instruction; and
- acknowledge and agree that once given, an instruction cannot be revoked if acted on by us and the instruction will be binding on you.

Acting reasonably, we can ask you to prove your identity or provide additional information before acting on your instructions.

## **10. When we will and won't act**

We will act on your instructions where we reasonably believe them to be authentic, valid and given in accordance with any requirements under the agreement. However, acting reasonably, we may refuse, cancel or reverse your instructions or refuse to take other action in connection with your account where:

- we reasonably believe that it might cause you or us to breach any laws and regulations, obligation imposed on us (including by third parties) or any related internal policy or procedure or, might expose us to action from any government, regulator, or law enforcement agency; or
- the instruction is incorrect, unclear, ambiguous, or incomplete (for example, you have not provided information that we have reasonably asked for or you have not provided the correct account or reference details); or
- we are not satisfied that the person giving the instruction has authority; or
- we suspect that there is fraudulent or criminal activity on the account or in connection with the payment; or
- we consider that accepting or acting on it might have a significant impact on our reputation or is not in line with acceptable levels of risk to our business; or
- you are in default under the agreement; or
- there are reasonable administrative reasons that apply (for example, a cheque is not written correctly – see clause 15 (“Payments into your account by cheque”)); or
- it is reasonably necessary to do so to protect our legitimate interests.

This clause applies in addition to anything set out in clause 16 (“Blocking payments, payment devices, services and accounts and temporary transaction limits”).

Where we do not act on your instructions, we will generally make information available about why and, if applicable, what you need to do to correct any errors that made us refuse it through online, mobile and phone banking. We'll let you know this information unless we believe the law, or any regulation prevents us from doing so or for fraud prevention or security reasons or we think it will cause harm to someone else.

## **Payments**

Here we explain when and how payments can be made. This section only applies to products that allow you to make or receive payments – see your Product Terms – or where you use online banking.

### **11. Making payments on business days**

This clause applies to all products and services that allow you to make or receive payments.

We will usually process payments on Business Days. Some branches are open on a Saturday and can accept payments, but these will be reflected in your account on the next Business Day. Payments between HSBC Australia accounts you make using online banking quoting your BSB and account number are processed 24/7.

#### **Business Day**

Business Days are usually Monday to Friday excluding:

- National public holidays in Australia; and
- public holidays of the US and the currency country or region if you are making an International Transfer via branch; or
- public holidays of the currency country or region if you are making an International Transfer via online banking; or
- public holidays of the UK and the currency country or region if you are making an International Transfer via mobile banking.

## **12. Adjusting payments to your account**

We may adjust payments to or from your account and the account balance for example where we discover an error, a cheque is dishonoured, or a payment is reversed, among other reasons. This may result in changes to your account for example, to the interest payable. We may notify you afterwards.

## **13. Payments into your account (other than by cheque)**

This clause does not apply to payments in or out of credit card or personal loan products.

Payments can be paid into your account in different ways and will be available to you at different times. For example, deposits in cash will generally be made available immediately upon us receiving the money (except on weekends). The availability of electronic payments will depend on the currency of the money and the payment method. Please contact us in branch or by phone for information about when payments into your account will be made available, see clause 40 ("How do we communicate?").

We may place a hold on funds deposited into your account. If we allow you to withdraw from these uncleared funds but the deposit doesn't go through, we will charge it back to your account, which may cause your account to become overdrawn.

For payments received in a foreign currency, we will credit the money to your AUD account (if converted into AUD) or otherwise to your relevant HSBC foreign currency account using the prevailing HSBC exchange rate that applies at the time we process your payment - see clause 21 ("Foreign currencies").

If the payment is to repay money you owe us under an overdraft, there is a risk that the currency conversion may result in a shortfall. We are not responsible for any exchange rate losses unless caused by our fraud, negligence or wilful misconduct or the fraud, negligence or wilful misconduct of our employees, officers, contractors or agents.

## **14. Direct debits**

This clause only applies to products that allow you to make payments by direct debit (or regular payments for credit products) – see your Product Terms.

## **Making repayments by direct debit to your account**

You can set up a direct debit to make regular payments and fee payments required under a loan or credit card with us. You should check with your financial institution if direct debit is available from your nominated account before submitting a direct debit request. We will arrange for the money to be debited from a nominated account into your HSBC account as authorised in your direct debit request. For the direct debit to be processed, you must:

- provide us with correct debit account details; and
- have sufficient money in your account on the direct debit date.

If you don't, the direct debit will be rejected, you may incur fees (to cover our reasonable costs incurred, and your bank may also charge you) and you must arrange for your account to have sufficient money within the next 7 days or make the payment using another method. This may also impact your agreement relating to the payment. We will provide you with 14 days' written notice if we make changes to our direct debit arrangements with you.

## **Making payments by direct debit from your account**

You may also authorise other merchants to direct debit your HSBC account to collect payment, including on a recurring basis (this is known as a 'regular payment'). You can also ask us to give you a list of the direct debits and regular payments that you've made for up to 13 months.

## **Direct debit errors**

You should contact us as soon as possible if you believe there is an error in debiting your account. We will investigate this. If we find there was an error, we will contact your other bank and ask them to adjust your account (including any interest and charges) and let you know the outcome. If the error is due to incorrect details you provided us, and we have debited an account that doesn't belong to you, we may charge you a fee to cover our reasonable costs incurred in fixing this and will return the money to the relevant account.

## **Cancelling a direct debit**

See clause 19 ("Cancelling or changing payments (other than cheques)") of this booklet for how to cancel a direct debit.

## **Your responsibility to update your direct debit**

If you give someone else a direct debit authorisation, and you change your card or account details, it is your responsibility to update your direct debit request. If you do not, your payments may fail, and you may incur late payment fees.

## **15. Payments into your account by cheque**

This clause only applies to products that allow you to pay cheques into your account – see your Product Terms.

### **Depositing an Australian dollar cheque into your account**

If you deposit a cheque at one of our branches, the amount will generally be credited to your account after 3 Business Days. If the cheque is deposited into an account on which you earn interest, you will start earning interest on the day it was deposited (see your Product Terms for whether you earn interest on the balance of your account).

We may not pay a cheque if there are reasonable grounds, which are:

- if you have insufficient funds in your account;
- it's a forgery;
- it's been materially altered;
- it's been reported lost or stolen;
- a court order preventing the drawer's account being used;
- it's been stopped by the drawer;
- the date on the cheque is a future date;
- it was dated more than 15 months earlier;
- it has been crossed 'Not Negotiable Account Payee Only' in favour of a person other than you;

- in any other circumstances expressly set out in this agreement for example clause 10 (“When we will and won’t act”); or
- we reasonably suspect any of the above.

If a cheque paid into your account is returned unpaid, we’ll tell you and take the payment from your account. We may ask for payment again from the paying bank.

**Paying foreign currency and foreign bank cheques into your account**

We cannot always process a foreign cheque (including a cheque in AUD where the paying bank is not in Australia). You’ll be responsible for the cost to us of processing or trying to process a foreign cheque. We’ll take our charges, and any charges made by the foreign bank or an agent we use to collect the payment, from the account you told us to pay the cheque into.

To pay a foreign cheque into your account that has a different currency, we either need to negotiate it or collect it which will depend upon our assessment of the risk involved in us negotiating the cheque. Fees will apply. Our fees and charges are contained in Part B of this booklet. The paying bank may also charge their fees and charges.

Negotiating a foreign cheque	Collecting a foreign cheque
This means we’ll assume that the cheque will clear. We’ll convert the cheque into Australian dollars using the prevailing HSBC exchange rate at the time we process the amount into your account. Payment is usually within 3 – 4 Business Days after we receive the cheque.	<p>This means we’ll send the cheque to the paying bank and only apply the payment to your account when we receive the payment from the paying bank. Before we apply it, we’ll convert the amount into Australian dollars using the prevailing HSBC exchange rate after the paying bank pays us.</p> <p>The time this takes will vary depending on the paying bank or its country, and could take between 4 – 6 weeks before the money is deposited into your account. You can ask us for details.</p>

If the foreign bank cheque is deposited into an account on which you earn interest, interest will be earned from the day the foreign bank cheque clears, not from the date it is deposited, and in accordance with clause 35 (“International transaction fees and charges for certain accounts”). See your Product Terms for whether you earn interest on the balance of your account.

If the foreign bank returns the cheque or asks for the money to be returned, we’ll take enough money from your account to cover the payment in the foreign currency. This is unlikely to be the same as the amount we paid into your account if exchange rates have changed. We’ll do this even if you have already spent the money and this may cause your account to become overdrawn if you have insufficient funds in your account. Please refer to clause 21 (“Foreign currencies”) for more details on HSBC’s exchange rates’. Fees and interest payable may apply if your account becomes overdrawn – our fees and charges are set out in Part B of this booklet.

**Other cheque information**

Where you were issued a cheque book linked to your account, we will only pay the person named on the cheque if you cross the cheque with two parallel lines with the words ‘not negotiable’ or ‘account payee only’, or you delete the words ‘or bearer’ which is pre-printed on the cheque. This provides extra security if your cheque is lost or stolen.

<b>Crossing a cheque with parallel lines</b>	By crossing the cheque with two parallel lines, you’re telling us not to pay the cheque over the counter. This means that we can only pay the amount of the cheque into an account. This is known as ‘crossing’ and is usually drawn vertically or in a right elevation across the cheque, or in a right elevation in the top left corner of the cheque.
<b>Not Negotiable</b>	Writing ‘Not Negotiable’ between two parallel lines that have crossed the cheque means that if the cheque is transferred to a person, who is not the payee named on the cheque, the unnamed holder has no greater rights to the cheque amount than the person named on the cheque. This feature helps protect the true owner of the cheque if it is lost or stolen.



<b>Not Negotiable Account Payee Only</b>	By writing 'Not Negotiable Account Payee Only' between two parallel lines that have crossed the cheque, you're telling us that we can only pay the cheque into the account of the named payee.
<b>Or bearer</b>	Our cheques are printed 'or bearer'. This means that the cheque is payable to the person presenting the cheque, unless we suspect it has been stolen. By drawing a line through the words 'or bearer', you're telling us only to pay the payee named on the cheque or to the person who has had the cheque endorsed to them.

You will not receive a receipt from us where you deposit cheques in our branch express boxes or when you post a cheque to us.

You can request us to stop a cheque by calling us or visiting one of our branches and providing us the details of the cheque. We will need the cheque number, payee name, date and amount of the cheque. A fee will apply – see clause 34 ("Cheques").

## **16. Blocking payments, payment devices, services and accounts and temporary transaction limits**

We can delay or refuse to allow a transaction or accept a payment, block or suspend a transaction, your use of any payment device (and your access to related services such as phone, online or mobile banking), keep hold of your payment device, freeze or suspend your account, refuse to replace or reissue a payment device or place temporary transaction limits on your account.

We can do so if we reasonably believe it's necessary because:

- of a need to protect us or you from loss, fraud or other risk;
- of a significantly increased risk that you may be unable to pay any money you owe us or meet the minimum balance required for your account;
- of a significant increase of risk to our business which exceeds our internal policies, including but not limited to legal, regulatory, compliance and reputational risks;
- of suspected fraudulent or criminal activity of any kind that is connected with you or your account whether or not the suspected fraudulent or criminal activity occurs using your account (such as financial crime like money laundering, sanctions breaches, tax evasion or scams);
- you are involved, or we reasonably believe that you are involved, in criminal activity of any kind whether or not linked to your account or your relationship with us;
- we need to comply with or, we suspect it may cause us to breach a law, regulation, code, court order, our internal policies or procedures, other obligations imposed on us (including by third parties) or, might expose us to action from any government, regulator or law enforcement agency;
- of security concerns (for example, if we know or suspect that your payment device and/or security details have been misused);

- in our reasonable opinion your behaviour is unreasonable or improper (please refer to our Unreasonable Behaviour Policy), for example you act in an illegal, threatening, harassing or violent manner towards staff or someone else or engage in conduct including through the use of our online banking services, which in our opinion is harassing, offensive, threatening, intimidating, abusive or caused or encourages physical or mental harm to another person or promotes violence against any person;
- in our reasonable opinion you have used our products to perpetrate financial abuse on another person;
- you weren't entitled to open your account or the service, or are no longer entitled to have the account or the service;
- in the case of digital wallets, we are told to by the digital wallet provider or if our arrangements with them are suspended or terminated;
- of reasonable administrative reasons;
- your account is in the process of being closed;
- we make a reasonable request for information, and you don't give it to us; or
- it is otherwise reasonably necessary to do so to protect our legitimate interests.

The Product Terms may specify additional steps that we may take in relation to a particular product or service. For example, we may give you the opportunity to remedy a default before taking action under this clause 16 ("Blocking payments, payment devices, services and accounts and temporary transaction limits").

If we take action under this clause 16 ("Blocking payments, payment devices, services and accounts and temporary transaction limits"), we may let you know why with reasonable notice afterwards, unless we believe the law, or any regulation prevents us from doing so or we believe doing so would compromise reasonable fraud prevention or security measures, or cause harm to someone else.

Any scheduled payments during any block or after closure will not be made and we are not responsible for any losses this may cause. We'll unblock the transaction, payment device or service as soon as we believe the reason for it ends (we may ask you for more information to help us assess if this is the case) and if it doesn't, we may reject your payment, keep and close your payment device and refuse to issue replacements, close access to related services and close your account.

The agreement may specify additional circumstances in which we may take certain actions in relation to your account or particular products, services or transactions. Please ensure you read them carefully.

## **17. How we decide whether to make a payment from your account**

This clause only applies to products that allow you to make payments from your account – see your Product Terms – or where you use online banking.

We'll make a payment from your account if you ask us to unless:

- you don't have enough money in your account (including any unarranged overdraft); or
- you haven't given us the account or reference details, or we know the details you've given us are incorrect; or
- you've asked us to make the payment in a particular way and the recipient's bank doesn't accept them; or
- you've not provided any extra identification or information about the payment that we've reasonably asked for; or
- the payment exceeds a limit that we tell you when you make the payment;
- we need to block the payment – see clause 16 ("Blocking payments, payment devices, services and accounts and temporary transaction limits") above; or
- we believe it's reasonably necessary to protect you or us from any activity that might cause you or us to lose money; or
- we need to refuse, cancel or reverse your instructions – see clause 10 ("When we will and won't act").

When working out whether you have enough money in your account to make a payment we include all payments that we know are due to be made out of the account that day. Any payments that we can't make will be returned unpaid. There may be fees we charge for any returned payments.

Where we refuse a payment, we can tell you why and what you need to do to correct any errors unless we believe the law or any regulation prevents us from doing so or for fraud prevention or security reasons or we think it will cause harm to someone else.

## **18. Payments from your account**

This clause only applies to products that allow you to make payments from your account – see your Product Terms – or where you use online banking.

### **Cash withdrawals in branch**

Only AUD, USD and HKD can be withdrawn at our branches. Withdrawals are subject to availability and fees may apply (see Part B of this booklet). To find out more, please call us on 1300 308 008 or use our branch locator at [hsbc.com.au/locations](https://www.hsbc.com.au/locations).

### **Payments (other than by card or cheque)**

To make a payment from your account you'll need to give us details of the account you want to make the payment to and any other details we ask for, including payment references.

This is usually the BSB number and account number (or the equivalent information for payments outside Australia) or (where available) a number that is linked to these, such as a mobile number or Australian Business Number (ABN).

It's your responsibility to check that the details are correct before asking us to make a payment. We'll make the payment using only these details, but we'll also ask you for the name of the person on the account.

Other banks and retailers may set their own restrictions and limits on transactions and separate limits apply if you are making a transfer using our Global Transfers service – see our Online Banking Terms.

We'll process your payments in the order we receive your instructions.

Type of payment	Each user's own daily limit
Between HSBC Australia accounts you can operate	\$500,000
To other accounts	We'll agree the limit with you. Default limit: \$5,000 Maximum limit: \$50,000
To nominated accounts (service available on request) <sup>1</sup>	We'll agree the limit with you. Default limit: \$100,000 Maximum limit: \$250,000
BPAY®	\$25,000

1. When we're calculating the Australian dollar value of a foreign currency transaction to check if it's within the daily limit, we'll use the prevailing HSBC exchange rate on the date the transaction is processed.

### Cut-off time

This is the latest time on any given day that we can process instructions or add payments to an account. Cut-off times may vary depending on the currency of your payment, whether your payment is an internal transfer, to another local bank or overseas. You can find the relevant cut-off time by visiting our website.

We can't control how a payee bank processes a payment so can't guarantee the exact date a payment will be received. Payments overseas take longer and can typically take up to 5 Business Days or longer.

Note: if we don't receive a payment request before the cut-off time on a Business Day, we'll treat your request as received on the next Business Day.

Cut-off times will not apply to real time payments.

<b>If you ask us to make a payment on a future date then:</b>	<b>If you ask us to make regular payments on future dates then:</b>
We'll make the payment on that date, unless it's a non-Business Day, in which case we'll make the payment on the next Business Day.	We'll make the payment on those dates, unless any of them are a non-Business Day, in which case the payments will resume on the next Business Day

If you want to make a regular payment (such as a periodical payment) you must set it up with us at least 3 Business Days in advance. If you've set this up to be a specific number of regular payments, we don't notify you when they've finished, so you should check your statement regularly.

If you have set up a regular payment in a currency other than Australian dollars (AUD), we'll apply the prevailing HSBC exchange rate that applies at the time we process the payment.

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**Payments in foreign currencies**

When making a payment in a currency other than Australian dollars, you can ask us to convert the amount to be paid into that currency. We will apply the prevailing HSBC exchange rate that applies at the time we process the payment – see clause 21 (“Foreign currencies”) for more information on the HSBC exchange rate we will use. If you make a payment to someone overseas, they'll usually get it within 5 Business Days, but it may take longer.

Currency cut-off times do not apply to International Transfers made via mobile banking, but may apply to some International Transfers made via online banking, in which case we'll process your payment request on the next Business Day using the prevailing HSBC exchange rate that applies at the time we process your payment. Where you make the same payment more than once within any 3 minute blocks using our Global Transfers service, we will assume that you have made a mistake, and will only process the first payment request.

You can also set up a periodical payment to make regular payments. If you have insufficient money in your account on 3 consecutive payment dates, we will cancel the periodical payment. You may also be charged a dishonour fee. You can cancel a periodical payment through online banking or by visiting our branch at least 3 Business Days before the next payment date.

We have no control over when the person you're paying processes a transaction, and whether it's in Australian dollars or a foreign currency. You should check this with them. If they process payment in a foreign currency then you may have to pay more, or less, depending upon the exchange rate at the time they process the transaction.

**Payments by cheque**

Where you were issued a cheque book linked to your account, you can only write a cheque in Australian dollars – we do not issue foreign currency cheques. To make a payment by cheque you need to write the name of the payee, the amount of the payment (in numbers and words) and the date that you are signing it. See clause 15 ("Payments into your account by cheque") which also contains terms about making payments from your account by cheque.

**Payments by Visa Debit cards (including digital wallets)**

Visa Debit cards	
Using your Visa Debit card	<div>Use your card for:</div> <div><div>✓ cash withdrawals</div><div>✓ purchases</div><div>✓ balance enquiries</div><div>✓ deposits and withdrawals at our branches</div></div> <div>You can also use your card by tapping it at an EFTPOS terminal. You may have to enter your PIN if the purchase is above a certain amount.</div>



Visa Debit cards	
<b>Using your Visa Debit card</b>	<p>If you're the only account holder, you can only have one card linked to your account (including any unarranged overdraft facility). Joint account holders can have up to two linked cards.</p> <p>You can access up to two HSBC transactional accounts linked with your card (or one if you have an Everyday Global Account.)</p>
<b>Digital wallets</b>	<p>You can add your card onto a digital wallet (such as Apple Pay or Google Pay™) and use it to pay for goods and services. Once a card is added to a digital wallet, you and any additional cardholder can authorise transactions on the card account. Some contactless payment terminals may require you to enter your card PIN and where the payment terminal does not recognise authorisation by means of biometric data or the mobile passcode.</p> <p>If a card is used through a digital wallet, the same terms of your agreement apply as if the card was used as a card without the digital wallet.</p> <p>We do not provide services related to the digital wallet and our obligation to you in relation to a digital wallet is limited to securely providing information to other providers (such as Apple or Google) in order to allow you to use your card through a digital wallet on a mobile device. You should always read the terms and privacy policy of a digital wallet provider, and make sure they are credible.</p>

Visa Debit cards			
Visa Debit card limits	The below daily limits apply to your card each day between 12am to immediately before 12am on the following day, AEST / AEDT		
		Daily ATM/ EFTPOS Withdrawal Limit	Daily Visa Transaction Limit
	Standard daily limit	\$2,000	\$10,000
	Maximum daily limit		
	You can request to change your daily limit by contacting us	\$5,000	\$20,000
	Merchants and other banks may set their own daily limits and restrictions on card use including transaction limits. We are not responsible for goods or services obtained by using a Visa Debit card unless we have sold you those goods or services.		
Cancelling your Visa Debit card	You can cancel your card by giving us notice and confirming that you have destroyed your card. You can find more information on Visa Debit cards at <a href="https://www.hsbc.com.au/debit">hsbc.com.au/debit</a> .  We may cancel your card when it is reasonably necessary to protect you or us (for example, when we suspect fraudulent activity). We will tell you if we cancel your card, and the reason, unless we are prohibited from doing so.		

Visa Debit cards		
If you use your Visa Debit card:		
To make a purchase	To make a payment by giving the person your card number and expiry date	To withdraw cash
We'll place a hold on this money and it won't be available for you to use (as this money is on hold and will be taken from your available balance), until the <b>Pending Transaction</b> is cleared for payment.	That person is entitled to ask us to pay them from your account, we have to pay them and the left column will apply.	We'll take this money if it's available in your account subject to limits (discussed below).

**Pending Transaction**

Pending Transaction occurs when a payment has been authorised but is still waiting for merchant confirmation. This amount is then deducted from your available balance, not your account balance. The transaction will show as pending on your account until the payment process is complete. Pending transactions generally take up to 3 – 10 Business Days to process.

If you let a merchant use your card for pre-authorised payments (such as a security deposit for a hotel booking or car hire), the money will be deducted from your available balance and the merchant can hold this money for up to 31 days.

Visa Debit cards	
International transactions, AUD transactions or cash withdrawals in foreign currency	<p><b>Everyday Global Accounts</b></p> <p>International transactions and withdrawals in foreign currency using the Visa Debit card will be made in the relevant foreign currency.</p> <p>Where a currency is not one of the listed currencies available on the Everyday Global Account or is a restricted currency (for example, Chinese Renminbi (CNY) and Indonesian Rupiah (IDR)), the money will be deducted from the AUD account.</p> <p>If you use your Visa Debit card to make a payment in a particular foreign currency and you don't have enough money in your foreign currency sub-account, we may deduct the full amount from your AUD account.</p> <p>The exchange rate applied will be either the Visa exchange rate or the prevailing HSBC exchange rate on the date the transaction is authorised. See clause 21 ("Foreign currencies"). If you don't have enough money in your account we won't authorise the transaction.</p> <p>Some merchants may request authorisation or settlement for a transaction in a currency which may be different to the purchase currency resulting in your account becoming overdrawn. If you have sufficient money in your Everyday Global Account, we may transfer money from an applicable subaccount to bring your account into positive balance.</p> <p><b>Transacting in foreign currency with a Visa Debit card</b></p> <p>When you are using your card overseas, some merchants and ATM providers may offer you the choice to process your transaction in AUD rather than in the local currency. This process is called Dynamic Currency Conversion (DCC).</p>

**Visa Debit cards**

**International transactions, AUD transactions or cash withdrawals in foreign currency**

If you choose to proceed with DCC, the transaction will be processed and converted into AUD by the merchant's DCC service provider.

If you do not wish to proceed with DCC, the transaction will be processed in the local currency.

**What to do if DCC is used without your permission**

Contact us as soon as possible with the transaction details to lodge a dispute. See clause 22 ("Statements and other information we'll give you") and clause 55 ("Complaints and investigations") of this booklet for more information.

**More information**

Please see clause 21 ("Foreign currencies") of this booklet. We also apply charges to these transactions and charge you if you use your card overseas (including purchases in Australia that are processed by the card provider or billed by the merchant overseas).

You can find our fees and charges in the relevant Product Terms.

If you make international payments, for example from an online merchant showing the price in Australian dollars, your purchase will generally be converted into Australian dollars by Visa at the Visa exchange rate, and Visa currency conversion fees may apply. We may also charge an international transaction fee. Please:

- check with the online merchants before you agree to buy online; and

Visa Debit cards	
<b>International transactions, AUD transactions or cash withdrawals in foreign currency</b>	<ul style="list-style-type: none"><li>• don't assume that because they show an Australian dollar price, they are located in Australia; and</li><li>• use tools such as the Visa calculator to estimate the total cost of your online purchase: <a href="http://www.visa.com.au/travel-with-visa/exchange-ratecalculator.html">www.visa.com.au/travel-with-visa/exchange-ratecalculator.html</a>.</li></ul>
<b>What we can do with your card</b>	<p>Your card is our property. We can do any of the following:</p> <ul style="list-style-type: none"><li>• replace your card when it is due to expire if your account is active; and</li><li>• replace or substitute your card with another type of card we offer after reviewing your personal circumstances or your relationship with us changes in accordance with applicable laws; and</li><li>• replace or substitute your card if we rebrand your product; and</li><li>• give you a new type of card in substitution for your card in accordance with applicable laws; and</li><li>• change the card scheme; and</li><li>• keep hold of your card or replace it where it is reasonably necessary to do so to protect you or us.</li></ul> <p>We'll tell you about the features of the card when we send you the replacement.</p>

Payments by Phone

Daily limits apply to transfers made through phone banking. These limits apply per account, and not per account holder if you have a joint account.

Payment by Phone	Daily Withdrawal Limit
Transfers between HSBC Australia Accounts:	
• in your name only	\$500,000
• to other HSBC Australia accounts	\$3,000
	(for all transfers you set up to be automatically paid on a future date)
BPAY®	\$20,000

We sometimes use third party services to help us carry out a phone banking transfer. For example, you may instruct us over phone banking to make a payment using BPAY®. These third parties may charge additional fees and charges on top of our fees and charges. The bank or financial institution you are making a transfer to may also charge fees and charges.

Payments by Direct Debit or Regular Payments

See clause 14 (“Direct debits”) for terms that apply to making payments by direct debit. When you establish a direct debit or regular payment arrangement, we will arrange for the money to be:

- debited from your transaction or savings account or any other account that allows for direct debits from that account, as authorised in your direct debit request; or
- debited from your credit card account as authorised in your regular payment request.

You will need to ensure that you have sufficient money to cover a payment, especially where you have authorised a variable amount.

Payments by BPAY®

To make a BPAY® payment, you must give us the information we need such as the account from which the payment is to be made and the amount to be paid and the biller code.

A BPAY® payment will normally be received on the date you ask us to make it if it's a Business Day (otherwise on the next Business Day). For same day payments you must ask us before the cut-off time of 6pm, Sydney, Australia time.

There may be a delay if:

- it's a non-Business Day the day after we're asked to make a BPAY® payment; or
- the person you're paying (or another participating financial institution) fails to comply with its obligations under the BPAY® scheme.

Once we've accepted a request to make a BPAY® Payment, you can't stop it. If you've paid more than you intended, then you should contact the biller to obtain a refund. If you are unable to resolve this with the biller, please see clause 55 ("Complaints and investigations") for how to raise a dispute.

We'll contact you if a biller tells us they can't process a BPAY® Payment and credit the relevant account with the payment amount.

19. Cancelling or changing payments (other than cheques)

This clause only applies to products that allow you to make payments from your account – see your Product Terms – or where you use online banking.

We may not be able to change or cancel a one-off payment that you have asked us to make. You can ask us to stop other payments as follows:

Payment	How to stop	
Regular payments	<b>Regular payments by card</b>	<b>Direct debits</b>
	You can stop these by contacting who you're paying (such as the merchant) and tell them that you want to stop these or change these, as we're unable to do this for you.	Contact us at least 3 Business Days before the next payment is due to be made and give us the payment details.



Payment	How to stop	
<b>Regular payments</b>	<b>Regular payments by card</b>  You should do this at least 15 Business Days before the next payment. We'll continue making these regular payments until they're cancelled by the person you're paying.  You should keep evidence of your notice in case you need to dispute future transactions.	<b>Direct debits</b>  One we receive your request, we will stop any direct debits from your account by blocking the payment.  This may impact the agreement relating to that payment. See clause 14 ("Direct debits") of this booklet for information about making these types of regular payments.
	<b>Transactions (direct credits, schedule payments, standing orders and other payments) through phone banking or online banking service (including BPAY®), ATM or EFTPOS</b>  This type of payment instruction usually can't be stopped once you've given us your instruction, unless it's to an HSBC account. In that case, contact the staff-assisted phone banking service.	

If you cancel a regular payment by card but payments are still collected (for example, by the merchant), when you provide us with evidence of your cancellation, we'll treat the payment as unauthorised and dispute the transaction on your behalf. You'll need to give us information we reasonably request so we can do this.

If you instruct us to cancel a direct debit, you should also tell the person you're paying.

## 20. Refunds and returned payments

### How much will we refund, and can we reverse a refund?

If we give a refund for any reason, we'll return your account to the position it would have been in if the payment had not taken place. If we provide a refund but later investigation finds you were not entitled to it, we'll return your account to the position it would have been in if we had not made the refund.

We can take back refunds after giving you reasonable notice in the following circumstances:

- if information becomes available to us at a later date and we can prove that you acted fraudulently; or
- if a chargeback right that existed is later found to be not in your favour; or
- if we gave you a refund and we subsequently determine that you are responsible for an unauthorised payment (for example, you knowingly gave your card and PIN to someone else).

### Returned payments

Other banks may charge fees when payments are returned to us, the amount we pay back to your account may be less than the original amount you sent.

If a payment you have asked us to make (by converting to a foreign currency first) is returned to us or we're unable to make it for any reason, we'll reverse the payment using the prevailing HSBC exchange rate that applies at the time. If the prevailing HSBC exchange rate has changed, the amount we pay back when we reverse the payment will be more or less than the amount we originally took from your account.

## Foreign Currencies

### 21. Foreign currencies

This clause applies if your Product Terms allow you to transact in or buy or sell foreign currencies.

You can buy and sell foreign currencies with us or make and receive payments in foreign currencies using our various products. The exchange rate will be applied on the date the transaction is processed. It is dependent on several factors, including the level of risk HSBC assumes in the foreign exchange transaction, the type of payment, how it is processed, the time of day and third party relationships. These rates can change.

For a Visa credit card foreign currency transaction, the Visa exchange rate is applied. This is set in accordance with its rules as at the date those transactions are processed by Visa.

For a Mastercard credit card foreign currency transactions the amount will first be converted into US Dollars, and then to AUD using the Mastercard exchange rate set in accordance with its rules as at the date those transactions are processed by Mastercard.

For all other foreign currency transactions, except Visa Debit Card transactions, the prevailing HSBC exchange rate will be applied on the date the transaction is processed and can be seen on your transaction history.

You can find indicative rates on our website, by calling us or by visiting one of our branches, see clause 40 ("How do we communicate?").

The agreement may provide other terms in relation to foreign currency transactions, in which case those terms apply.

## **Statements and other information**

### **22. Statements and other information we'll give you**

#### **Statements**

We will give you statements of account in accordance with the Product Terms. You can ask us for additional statements. We may charge a reasonable fee for providing additional statements.

However, we will waive or refund that fee if you tell us (and we are reasonably satisfied) that you do not have access to electronic statements.

We'll send your statements:

- electronically by email or to your online banking service; or
- by post if you have not given us consent to send electronic statements; or
- in the method we describe in the relevant Product Terms.

You can also check your past statements using the online banking service.

They are accessible for different periods of time for different products, but at a minimum 6 years.

We recommend you keep all transaction receipts and verify that these match your account statement. This includes checking the identity of the payment recipient, the amount, and the date. Sometimes, the date will not align because the payment was made to a merchant overseas with a different time zone, or the merchant took a few days to process your payment.

You must contact us as soon as possible if you think there are any unusual or incorrect transactions on your account. See clause 7 ("Incorrect, unauthorised and mistaken internet payments"). If you don't do so within 6 years of the transaction, you may lose your right to take court action to recover the money – other time limits, which may be shorter than 6 years, may also apply to your rights to take action (other than court action) as set out in your agreement (for example, chargebacks). We may need to carry out an investigation and ask you to provide supporting documentation.

### **Transaction receipts**

Following a transaction, we will take reasonable steps to offer you a transaction receipt containing the transaction amount, date, type, account, reference code; and if reasonable, the time and equipment used to make the transaction, and the merchant's legal name and reference number. We are not required to give a transaction receipt if it is unreasonable or impractical for us to give you one, for direct debits, phone banking or where these details are clearly visible on a statement.

## Phone banking receipts

Following a phone banking transaction, we will take reasonable steps to offer you information about it, including the reference number, the transaction amount, transaction type, and the nature of the account being debited or credited.

## Requesting other information

You may request from us copies of your documents in our possession, such as:

- your agreement;
- any mortgage or security;
- statements of account; and
- notices we've given you before we exercise our rights up to 2 years after the end of your agreement.

We will provide these within 30 days of your request. We may charge a reasonable fee for providing this other information.

## Transaction queries

Please check your statements closely and regularly. If you have a transaction query, please contact us as soon as possible by:

- calling us on 1300 308 008. If you are calling from overseas dial: + 61 2 9005 8220 (you may be charged by the phone provider); or
- visiting [hsbc.com.au/help/contact/](https://www.hsbc.com.au/help/contact/); or
- visiting any of our branches.

## Third Parties

### 23. Can someone else operate your account for you?

You can allow another person to operate your account if:

- they are at least 18 years old; and
- you provide us with a valid power of attorney or appoint them as an authorised signatory.

You can also authorise another person to access and use the online banking service for your accounts.

If you're unable to operate your account for any reason, another person may be appointed to act for you but only where we are given the relevant supporting legal document to evidence the appointment.

You are responsible for the actions of any person that is allowed or appointed to operate your account.

You must ensure that they are specifically authorised to operate your account in the way you intend. In some cases, we may have to make further checks before we are able to proceed. You must also immediately tell us if you cancel their authorisation by submitting a cancellation request form found on our website. You will be responsible in accordance with your agreement for all transactions made by the authorised signatory and anyone acting under a power of attorney until you cancel their authorisation. We'll refuse to accept instructions under a power of attorney or other authorising document if we know, or reasonably believe, that a person's legal authority to act for you has ended.

## **24. Joint accounts**

This clause applies to any products where we allow more than one account holder – see your Product Terms.

### **Operating authority**

If we allow the account to have more than one account holder, you can choose how to operate this:

- (a) each of you can operate and close the account on your own and we won't check with the other(s) before carrying out any instruction from one of you, including any request for an overdraft. If we agree to provide an overdraft, you'll each be responsible for repaying it; or
- (b) all account holders are required to operate and close the account together.

If you're a joint account holder you must select (a) if you want to use the online banking service, Visa Debit cards and phone banking (if these are available for your account). If you have a joint account and select (b), you'll only be able to make transactions and operate the account in our branches.

You can choose to change how you operate the account from (a) to (b) by telling us in writing, provided that the account does not belong to a company or trust. If you choose to change how you operate the account from (a) to (b), access to the online banking service, phone banking and the Visa Debit Card linked to the account will be cancelled. Any pending Visa Debit Card transactions made prior to the change from (a) to (b) will still be processed. However, if you're asking us to discharge a mortgage, then we'll require all of you plus any guarantor to sign our discharge form.

In both cases, you and each account holder are individually responsible for the account and we can recover or take action against you and each account holder.

### **Disputes between joint account holders**

After one of you tells us there's a dispute between the joint account holders, we will change the operating authority to require "two-to-sign" for transaction and savings account(s) (i.e. we will require each of the account holders to operate the account together including to authorise any money to be withdrawn from the account in the future), except if we reasonably believe that in changing the operating authority, a person, including a child, may be placed at risk of harm of any kind, including physical harm and/or financial abuse. In these cases we may choose to take another action, which may include placing restrictions on the joint account(s).

Where we reasonably believe that a joint account holder is experiencing financial difficulty and has a pressing financial need, you authorise us to act on requests made by that person to prevent or reduce the financial difficulty they may experience. This may include releasing money from a joint account to that person.

If you have joint mortgage account(s), any available balance will be restricted for redraw until we receive further instructions from all account holders.

There is no impact to deposits made or direct credits into the joint account(s). We may also take other actions that are reasonably necessary to protect one or more joint account holders or us.

### **Death of a joint account holder**

If we've been given official evidence that one of you has died, ownership of the account reverts to the surviving account holder, unless your Product Terms say otherwise.

Where you have a transaction account, the surviving account holder can continue to use the joint account, however the words 'Estate of the Late' will need to appear before the name of the deceased account holder until the deceased's estate is finalised and any other sole accounts of the deceased held with us are closed. We may also need you to re-supply your tax file number if you wish to have the joint transaction account name changed into your name after these things take place.

### **Product Terms**

The Product Terms may provide additional provisions relating to joint accounts in connection with a particular product or service.

## **25. Trust accounts**

You must tell us if you open an account or borrow for a trust as a trustee. You must provide us with the trust's name, the legal document creating the trust, and confirm that you can validly enter into the agreement with us. Your agreement terms will bind you personally and as a trustee in your duties to the trust.

You must inform us immediately if you become aware that the structure of the trust or your position of being a trustee changes, or the trust is or is likely to be wound up. A trust may nominate authorised persons to access and use online and mobile banking services and may also set specific limits on the account. You must tell us immediately if any of this changes. We will also apply daily transaction limits applicable to your account type. Each trustee is individually responsible for the account and you accept that we can recover and taken action against any trustee or all of you in the capacity of a trustee, or in your personal capacity if you have acted outside your authority as trustee.



## 26. Using a third-party provider

### **Third-Party provider (TPP)**

A TPP is a third-party service provider that's authorised by or registered with the Australian Prudential Regulation Authority or otherwise permitted by law to access information and make payments on online banking payment accounts operated by other providers (such as banks, building societies and credit card issuers) and has your permission to do this. We may, acting reasonably, require you or the TPP to complete additional forms or provide additional information (for example, to verify their identity or authority).

If you choose to use a TPP, the terms of your agreement will still apply. We'll give the TPP access to your account information and you'll be able to make the same payments through the TPP that you would be able to make if you were dealing with us on the internet.

Although you must not, generally, give your security details to anyone else, you may give them to a TPP if it's necessary to allow them to provide their services to you. We may refuse to allow a TPP to access your account if we're concerned that the TPP is acting on an unauthorised or fraudulent basis. We'll tell you if we do this (unless we believe doing so would compromise our reasonable fraud prevention or security measures or would otherwise be unlawful).

You must check from the information provided to you by the TPP that they are authorised. If you give your security details to an unauthorised third party, we'll assume it's you that is authorising us to give access to information about your accounts and you'll be responsible for any payments made as a result. If we're aware that an unauthorised third party is using your security details, we'll block access to your accounts to protect your account.

If you think a payment made through a TPP was unauthorised or incorrect you must call us as soon as you can.

If we use a TPP to help us provide services to you, these other TPPs may also impose account/channel limits, which we will inform you of.

If a TPP can't be used, we'll try and make your payment in another reasonable way, which will take longer. You should always allow sufficient time for payments from your account to be received by the person you're paying if they can't be made using a TPP.

## **Part B: Banking services fees and charges**

### **27. Important information about our fees and charges**

This clause applies to all our products and services. It describes general fees and charges. Other product specific fees and charges may apply, depending on the type of account or loan you have with us. Please refer to the relevant Product Terms, visit our website or contact us.

All fees and charges contained in this Part B are current as at the date on the front of this booklet. We regularly review our rates and we may change these - see clause 43 ("Changes we can make after giving notice").

All fees and charges shown are in Australian dollars (AUD) unless otherwise stated and include Goods and Services Tax (GST), where applicable. You may be charged GST in addition to the fees or charges that you're required to pay where they're expressed to be GST exclusive.

Any fees, charges or other amounts payable in a foreign currency will be converted to the relevant currency using the prevailing HSBC exchange rate at the time we process the amount.

We will not refund any fees where a payment has been rejected and returned to you.

Our fees and charges are for the provision of our services. These may include the cost of what is charged to us by other financial institutions, banks and service providers who charge us, for example for returning payments that you attempt to make from your account via the payment systems that they own.

We'll also provide information on fees and charges on request.

## **28. Charges we can't control for payments and ATMs**

### **Overseas payments**

When you make an overseas payment, you may incur third party charges that we can't control but that are passed on to you. For example the recipient of your payment may be required to pay additional charges depending on the conditions set by the payment system used, the bank receiving the payment or the banks involved in processing and clearance of the funds.

See clause 32 ("Sending money") for more details on these fees.

### **ATM Fees**

HSBC ATMs in Australia are free to use but other ATM owners/operators may charge you a fee for using their machines located in Australia or overseas. The fee will usually be disclosed on screen when you use the ATM.

If you're using an ATM overseas, you may be charged a fee. Please refer to your Product Terms, letter of offer or credit card schedule for details of these fees. The ATM owner/operator may also charge you a fee for using their machines. The fee will usually be disclosed on screen when you use the ATM.

## **29. Collecting fees and charges**

We'll debit your account for:

- all fees and charges that apply (including our reasonable enforcement expenses); and
- any applicable government fees, charges, taxes and duties on receipts or withdrawals in relation to the account or account documentation (this includes stamp duty where it is applicable).

We'll normally debit our fees on the first Business Day of each calendar month, but we'll debit some fees and charges at the time the event occurs or soon after for example, at the time a cheque is dishonoured. We'll also debit any fees and charges that apply when you ask us to close the account.

If we decide not to charge a fee or a charge that we're entitled to charge, we don't waive that fee or the right to charge that fee in the future.

### **30. Interest calculations and interest rates**

Information on the interest rates applicable to your loan or credit card account is in your applicable Product Terms, letter of offer or credit card schedule.

Information on interest rates applicable to your transaction or savings account, are on our website.

When you open your account, we'll tell you the interest rate that applies. This may be fixed or variable. Different rates may apply depending on the amount in your account and more than one rate may apply at the same time. We can change these rates and amounts in line with our requirements outlined under clause 43 ("Changes we can make after giving notice") of this booklet.

Details of the current interest rate(s) applicable to your account type(s) is available:

- on our website at [hsbc.com.au](https://www.hsbc.com.au) on the web page for the product; and
- by calling 1300 308 008 (or from overseas +61 2 9005 8220); and
- from any of our HSBC branches on request.

Interest is paid or charged in the currency of the account. If the interest rate falls below zero, then we may:

- charge you interest where normally we would have paid this into your account;  
or
- pay you interest where normally we would have collected this from you; or
- charge you a fee, where normally we would have paid interest into your account.

Please also refer to your Product Terms for how interest is calculated.

31. Receiving money

This clause applies to accounts that allow you to receive payments into the account – see Product Terms.

Receiving money	Fees or charges
International Transfer from a bank to your HSBC account in: <ul style="list-style-type: none"><li>• AUD</li><li>• a foreign currency or a currency different to your account</li></ul>	\$10
Transfer from a local bank to your HSBC account in a foreign currency	\$10
Real Time Gross Settlement Transfer (RTGS) from a local bank to your HSBC account in AUD	\$10
Foreign currency cheques/drafts issued by a bank and paid into your HSBC account in: <ul style="list-style-type: none"><li>• AUD</li><li>• the same foreign currency</li><li>• a different foreign currency</li></ul>	\$10

### Types of transfers

**Local Transfers** are payments sent to or received from a domestic account in AUD.

**International Transfers** are payments sent to or received from an international account, or a domestic account if the funds are transferred in a foreign currency. International Transfers made using mobile banking are “Global Money Transfers”. International Transfers (including Global Money Transfers) do not include Global Transfers.

**Global Transfers** are Online Banking transfers between a HSBC customer’s account held with HSBC in any country or region, and one of their HSBC accounts held in another country or region. Please refer to our HSBC Online Banking Terms for more details.

## 32. Sending money

This clause applies to accounts that allow you to make payments from the account – see your Product Terms.

### Receiving Bank fees

Some receiving banks may charge a fee for receiving an international payment, and this charge is usually deducted from the payment amount before final payment to the beneficiary.

### Correspondent bank fees and charges

There are fees when making International Transfers. Correspondent (or intermediary) bank fees are in addition to the International Transfer fee you pay HSBC. You may have the option to pay a Correspondent Bank Cover Fee to HSBC, which is a fee that applies to your transfer to cover any intermediary/ correspondent bank charges depending on where the payment has been made. Some local country clearing systems may not recognise that you have paid to cover any correspondent bank fees, and additional fees may pass on to your beneficiary. In these situations, we can attempt to recover these fees for your beneficiary. Note the Correspondent Bank Cover Fee does not cover any fees that may be charged by the receiving bank.

**For International Transfers made via branch or online banking**

1. You can choose to pay a Correspondent Bank Cover Fee of AUD30, and we will cover the intermediary/correspondent bank charges.
2. If you do not wish to pay the Correspondent Bank Cover Fee, you can have the intermediary/correspondent bank fees charged to the recipient. This means the amount the payee receives will be less than the amount you send as any intermediary/correspondent bank fees will be automatically deducted.

**For International Transfers made via mobile banking**

Correspondent/intermediary bank charges may not apply for some International Transfers. This is dependent on the receiving country or region, and the currency of payment. If correspondent/intermediary bank charges do not apply, no Correspondent Bank Cover Fee will be charged.

**Fees or charges**

Sending money	Fees or charges		
	Branch	Online	Mobile Banking
International Transfers – HSBC Transfer Fees: <ul style="list-style-type: none"><li>• All International Transfers</li></ul>	\$20	Nil	Nil
Local Transfers – HSBC Transfer Fees: <ul style="list-style-type: none"><li>• Payment in AUD via Real Time Gross Settlement (RTGS)<sup>1</sup></li><li>• Payment in AUD from AUD account (not via RTGS)</li><li>• Payment in AUD from foreign currency account (not via RTGS)</li><li>• Payment in foreign currency<sup>2</sup> from AUD or foreign currency account</li></ul>	\$20	Nil	N/A
		Nil	Nil
		Nil	Nil
		Nil	Nil

Sending money	Fees or charges		
	Branch	Online	Mobile Banking
For the following payments, a Correspondent Bank Cover Fee may apply to cover all intermediary/ correspondent bank charges: International Transfers • International Transfers	Optional \$30 + any applicable HSBC Transfer Fees above.	Optional \$30 + any applicable HSBC Transfer Fees above.	\$30 Correspondent Bank Cover Fee <sup>3</sup>
Local Transfers • Payment in AUD (via RTGS) • Payment in foreign currency <sup>2</sup> from AUD or foreign currency account			
The intermediary/correspondent and receiving bank may also impose additional charges – see clause 28 (“Charges we can’t control for payments and ATMs”) for further details.			
<sup>1</sup> Payments via RTGS are not available for new payees via online banking. RTGS is not available in Mobile Banking.			
<sup>2</sup> Local Transfers in foreign currency are not available for new payees via online banking.			
<sup>3</sup> This fee will be shown in the Online/mobile banking payment journey the instances where applicable.			

Real Time Gross Settlement (RTGS) is the method used to transfer money on the same day among financial institutions within Australia.



33. Foreign currency notes

This clause applies if we buy or sell you foreign currency notes, or take deposits or withdrawals of foreign currency notes. The following charges apply:

Service	Fees or charges
Foreign Currency Notes (Buy/Sell)	\$10
Foreign Currency Notes Deposits or Withdrawals	\$10

34. Cheques

This clause applies to your products that allow payments to be made by cheque or deposited into your account by cheque.

Service	Fees or charges
Bank cheque (excluding term deposit customers upon maturity)	\$8
Replacement bank cheque (cancelling and re-issuing a cheque)	\$18
Repurchase bank cheque (cancelling a cheque only)	\$10
Stop payment request	\$8
Dishonour fee for cheques written by you	\$5

35. International transaction fees and charges for certain accounts

This clause applies to international transactions made in connection with the Home Equity, Offset Savings and Home Loan Transaction (Non offset) accounts. The following fees or charges apply:

	Description	Fees or charges
Overseas ATM	For cash withdrawals	\$4.50 (per withdrawal)  (Other ATM owners/operators may charge an ATM operator fee for withdrawals or balance enquiries at their ATMs)

	Description	Fees or charges
<b>Overseas Transaction Charges</b>	<p>Payable when you make a transaction or withdrawal on your account in a currency other than Australian dollars, or you make a transaction or withdrawal on your account in any currency, including AUD that is processed/ billed by either the merchant or its financial institution/payment processor outside of Australia.</p> <p>Your transaction will be converted into your account currency.</p> <p>We have no control over when a merchant will process a transaction or whether they will do so in local or foreign currency. You should check this with the merchant. For more information on this see clauses 18 ("Payments from your account") and 50 ("Risks associated with foreign currency") of this booklet.</p>	<p>3% of the total value of each transaction</p>

### 36. Personal credit line

For customers with existing personal credit lines only. This product is no longer offered to new customers.

	Description	Fees or charges
Monthly access fee	For giving you credit	\$5
Overdrawn fee	If you make withdrawals which take your account below a balance of zero	\$20
Overseas ATM	For cash withdrawals	\$4.50 (per withdrawal)  (Other ATM owners/ operators may charge an ATM operator fee for withdrawals or balance enquiries at their ATMs)
Overseas Transaction Charges	Payable when you make a transaction or withdrawal on your account in a currency other than Australian dollars, or you make a transaction or withdrawal on your account in any currency, including AUD that is processed/ billed by either the merchant or its financial institution/payment processor outside of Australia.  Your transaction will be converted into your account currency.	3% of the total value of each transaction

	Description	Fees or charges
<b>Overseas Transaction Charges</b>	We have no control over when a merchant will process a transaction or whether they will do so in local or foreign currency. You should check this with the merchant. For more information on this see clauses 18 ("Payments from your account") and 50 ("Risks associated with foreign currency") of this booklet.	

**37. Other services**

This clause applies to all products that include the services below – see Product Terms.

Service	Description	Fees or charges
<b>Periodical payments</b>	Dishonour fee	\$5
<b>Direct debits</b>	Dishonour fee (inward and outward)	\$5  (This fee is charged when the money is returned to us for any reason)
<b>Transactions through National Australia Bank branches</b>	Deposit fee	\$4.17
	Cheque cashing fee	1.5% of amount of cheque (minimum of \$10)

<b>Service</b>	<b>Description</b>	<b>Fees or charges</b>
<b>Company search fee</b>	\$30 plus costs	
<b>Audit or balance certificate</b>	Individual or Company	\$25
<b>Closed accounts</b>	Account balance paid by bank cheque	\$8  (Doesn't apply to term deposits on maturity)
	Account balance paid by International Transfer	\$20
<b>Emergency encashment</b>	HSBC Premier Customers	Nil  (interest may be payable together with any conversion fees on top of this)
	All other customers (maximum of USD 500)	Nil  (interest may be payable together with any conversion fees on top of this)

## **Part C: Other important terms**

### **38. Combining accounts and setting-off**

If you have money in one of your accounts, we may combine it with another of your accounts, or set it off against any amount you owe us which is due for payment but has not been paid or if you are in default under your agreement with us for that other account, so that it reduces or repays the amount you owe us. We'll only do this if we think it is reasonably necessary to protect our legitimate interests, taking into account your circumstances (including making sure that you will still have enough money to meet essential living expenses) and any regulatory requirements. If the amount set off is less than the amount you owe us, you'll still be liable to us for the shortfall. Amounts owed to us and due for payment include amounts owed under a personal loan, credit card, home loan or overdraft.

We will not combine any loan account that is regulated under the National Credit Code while we are actively considering hardship notification in relation to that loan; the loan is under a hardship arrangement; or if doing so would breach the Code of Operation: Recovery of Debts.

We can use our set-off right and right to combine, where you have accounts which are only in your name as well as joint accounts you hold with another person.

We can use money you have in your account even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by laws applicable to us. If you have money in a currency other than Australian dollars, we may convert this amount to Australian dollars using the prevailing HSBC exchange rate at the time we use our account combination or set-off right.

Occasionally we receive legal instructions or notices to hold a customer's money for someone else, or to pay it to someone else. If this happens, we won't use our right of set-off against the money we've been told to hold for someone else.

We'll write to you as soon as possible after we combine your accounts or set-off any amounts.

## 39. Privacy and credit information

Your privacy is important to us. Our Privacy Policy explains how we collect, use, disclose, transfer, and store your information and sets out your rights to access your personal information. Our Credit Information Management Policy explains how we collect, use, disclose, transfer and store your credit information. These policies may be updated from time to time and will apply if you continue using your account or our services. You can find them on our website or request a copy in branch or by calling us.

## 40. How do we communicate?

### How do we contact each other?

#### For us to contact you

If we need to tell you anything about our products or services or “give you notice” of something under this agreement, we’ll give you notice in writing or, where we’re permitted to by laws or regulations, on our website or by publishing the notice. For notices in writing, we may, for example, do this by sending an email to an email address you’ve given us, or by writing to you at the last address you gave us, or by sending you a secure e-message through online or mobile banking or by sending you an SMS to your mobile phone which may also have a link to our website in it .

By entering into the agreement, you consent to us giving you documents, notices and otherwise contacting you electronically. For example, we may contact you through mobile banking, SMS, using the secure e-message facility for online banking, or publish documents or rates on our website. If we need to contact you about any actual or suspected fraud or security threats, we’ll use the fastest and most secure way of contacting you (for example, we may try to send an SMS message rather than phone). We may also contact you to discuss your financial situation if it appears you may be in financial difficulty. We will usually only give you paper documents if we are required by law, or you ask us to. You’re free to contact us at any time to change your preference and withdraw your consent to receiving communications from us electronically.



### **For us to contact you**

We'll only use the contact details you've last given us, so you must tell us if these details change. If you do not, you may miss out on important communications.

Depending on your account, the nature of the notice, and other factors, we will choose the most appropriate method of electronic communication. For example, sending a notice by email, making a document available online or sending a document to a secure e-message facility on online banking. You must keep your electronic details up to date. You should check your emails and electronic communications regularly and keep copies of important documents.

If you need us to communicate to you in another format such as large print, braille or audio, please tell us.

We may record phone numbers you call us from and may use them if we need to contact you urgently.

We'll always use English to communicate with you.

We'll never send you a communication asking you to enter your password or login details.

### **For you to contact us**

If you want to get in touch with us you can:

- ✓ write to us (see our postal address below):
- ✓ visit any one of our branches;
- ✓ call us (see our website for the number relevant to your product and service);
- ✓ email us (using the contact form available on our website); or

### **For you to contact us**

✓ If you are d/Deaf, hard of hearing or have a speech communication difficulty you can contact HSBC Australia through the National Relay Service (NRS) and provide 1300 308 008. More information about the NRS and their services can be found at <https://www.accesshub.gov.au>.

Please note, you will need to be an Australian resident and have registered with NRS prior to using the service. International call charges will apply if you are calling NRS from overseas.

If you are facing tough times, living with a disability or need extra support with your banking needs please call us on 1300 308 008 (+61 2 9005 8220 if you are calling from outside Australia) or visit the Extra Care page on our website at [hsbc.com.au/help/extra-care](https://hsbc.com.au/help/extra-care).

If your query is urgent, please call us.

### **Postal address**

Our head office: HSBC Bank Australia Limited, Level 36, Tower 1, International Towers Sydney, 100 Barangaroo Ave, Sydney NSW 2000 Australia.

For Privacy Policy and Credit Information Management Policy related matters, home loans, personal loans, credit cards, online or mobile banking queries, or to opt out of direct marketing: HSBC Bank Australia Limited, GPO Box 5302, Sydney NSW 2001.

For customer complaints: Customer Relations Team, HSBC Bank Australia Limited, Level 36, Tower 1, International Towers Sydney, 100 Barangaroo Ave, Sydney NSW 2000 Australia

### **For you to give notice to us**

Where our agreement with you allows you to, or says you must, give us notice of something, we may agree with you that you can send us an email and that will count as notice. If we don't, you must give us notice by post to the address set out in your offer letter (where applicable) or to your registered branch.

## **Service of legal documents**

Please note: Service of legal documents will not be accepted via email or fax. All statutory notices and legal documents (for example, subpoenas, writs, garnishee orders, notices to produce and all other court process) to be served to HSBC Bank Australia Limited are to be mailed or delivered to our registered office address directly below.

Third-Party Requests Manager  
HSBC Bank Australia Limited  
Level 36, Tower 1, International Towers Sydney  
100 Barangaroo Ave, Sydney NSW 2000 Australia

If you drop it at our offices, we will treat it as received that same day. If you post it to us using ordinary post, we will treat it as the earlier of the day we receive it and 5 Business Days after posting.

If you're a company, communications from you must be signed by a director or any other person you've told us has authority to sign (and given us their specimen signature).

## **Deceased estates**

Please contact us as soon as you can if a customer passes away. We will tell you what we need to put arrangements in place for the executor, administrator or next of kin to manage the customer's accounts.

It is important that you notify us as soon as possible so that we can:

- stop or refund any fees or charges for products and services that can no longer be provided, or will not be provided to the deceased's estate;
- restrict or cancel any payment devices and online banking to prevent misuse; and
- restrict access to any accounts pending further instructions from the deceased estate.

## 41. Financial hardship

You should contact us as soon as possible if you are experiencing financial difficulty. The sooner you contact us; the sooner we can help. If your credit is regulated under the National Credit Code, you have a right to apply for hardship relief. For more information about financial hardship, please see [hsbc.com.au/help/money-worries](https://www.hsbc.com.au/help/money-worries).

## 42. Information we need from you and when we can disclose information about you

If we make a reasonable request for information, you must give it to us as soon as possible. If you don't give it to us, or we believe we may breach a law or regulation without the requested information:

- you might not be able to keep banking with us; or
- we might try to get the information from another source; or
- we might refuse, suspend or delay a transaction – see clause 16 (“Blocking payments, payment devices, services and accounts and temporary transaction limits”); or
- we might freeze, block or close your accounts or payment devices, or capture your payment device - see clause 16 (“Blocking payments, payment devices, services and accounts and temporary transaction limits”).

You must make sure the information you give us is accurate and up to date and tell us when anything material changes.

We'll use and/or share your information as explained in our Privacy Policy. For example, if we believe you may have tax obligations in other countries, we may have to collect and disclose information about you (such as personal tax or financial information) directly to Australian Taxation Office or other international tax regulatory authorities.

## Changes to Your Agreement

Our agreements may last a long time and the products and services we provide may change as your needs, and our business change. Here we explain how we can make changes.

### **43. Changes we can make after giving notice**

This clause applies to all products and services excluding home loans. The changes we can make, our reasons for making the changes, and when and how we will tell you about the changes are set out in the table below. However, we may give you a shorter notice period or no notice if it is reasonable for us to manage a material and immediate risk and it is lawful for us to do so. If a change is sufficiently important or numerous, we will give you a single document that explains all the changes.

Changes we can make	Our reasons for making the changes	When and how we will tell you about the changes
<b>Interest rates</b>		
Changes to interest rates that are favourable to you	We can make changes to any interest rates (other than where they are fixed for the duration of the relevant fixed period) that are favourable to you for any reason.	<p>We will tell you as soon as reasonably possible and no later than the change takes effect.</p> <p>If the change relates to a credit card or personal loan, we will tell you by writing to you or by publishing the change in a notice.</p> <p>For any other products or services, we will tell you about the change by writing to you or by publishing the change nationally in newspapers.</p>
Changes to interest rates that are not favourable to you	<p>We can, acting reasonably, make changes to any interest rates (other than where they are fixed for the duration of the relevant fixed period) for any of the following reasons:</p> <ul style="list-style-type: none"><li>• to respond proportionately to changes in any applicable laws, regulatory requirements or guidance, industry guidance or codes of practice;</li></ul>	<p>We will tell you as soon as reasonably possible and no later than the change takes effect.</p> <p>If the change relates to a credit card or personal loan, we'll tell you by writing to you or by publishing the change in a notice.</p>

Changes we can make	Our reasons for making the changes	When and how we will tell you about the changes
	<ul style="list-style-type: none"><li>• to respond proportionately to any changes in the Reserve Bank of Australia's cash rate, other relevant market rates or indices or tax rates that are relevant to your agreement;</li><li>• to proportionately reflect legitimate higher or lower costs in providing the account (including our funding costs);</li><li>• to respond to changes in the way we manage your account as a result of changes to technology or processes, the features, facilities or services we offer under your agreement, our technology, our systems or the way that we manage our business; and</li><li>• where it is otherwise reasonably necessary to protect our legitimate interests.</li></ul> <p>However, we will not make changes to any interest rates where we have told you that it will not change (see your Product Terms).</p>	<p>If we publish the change, we'll also give you particulars of the change before or when the next statement of account is sent to you after the change takes effect.</p> <p>For any other products or services, we will tell you about the change by writing to you or by publishing the change nationally in newspapers.</p>

Changes we can make	Our reasons for making the changes	When and how we will tell you about the changes
<b>Fees and charges</b>		
Changes to fees and charges that are favourable to you	We can make changes to fees and charges that are favourable to you for any reason.	<p>We will tell you as soon as reasonably possible and no later than the change takes effect.</p> <p>If the change relates to a credit card or personal loan, we'll tell you by writing to you or by publishing the change in a notice, we'll also give you particulars of the change on or before your next statement of account is sent to you after the change takes effect.</p> <p>For any other products or services, we'll tell you by writing to you or by publishing the change nationally in newspapers.</p>
Changes to fees and charges (including by introducing a new fee or charge) that are not favourable to you	We can, acting reasonably, make changes to any fees and charges (including by introducing a new fee or charge) that are not favourable to you for any of the following reasons:	We will tell you as soon as reasonably possible and at least 30 days before the change takes effect.



Changes we can make	Our reasons for making the changes	When and how we will tell you about the changes
	<ul style="list-style-type: none"><li>• to respond proportionately with any changes in any applicable laws, regulatory requirements or guidance, industry guidance or codes of practice;</li><li>• to proportionately give effect to any decisions or recommendations made by a court, regulator, ombudsman or similar organisation that we have to follow (for example, the Australian Financial Complaints Authority);</li><li>• to proportionately reflect our legitimate higher costs in providing the account (including our funding costs);</li><li>• to respond to changes to the services we offer, our technology, our systems or the way that we manage our business;</li><li>• to respond to changes in the benefits we provide to you; and</li></ul>	<p>If the change relates to a credit card or personal loan, we'll tell you by writing to you or by publishing in a notice. We'll also give you particulars of the change on or before your next statement of account is sent to you after the change takes effect. For any other products or services, we'll tell you by writing to you or by publishing the change nationally in newspapers.</p> <p>However:</p> <ul style="list-style-type: none"><li>• where a change is to introduce or increase a government charge that you pay directly or indirectly under your agreement with us, and except where required by law to provide specific notice, we will tell you reasonably promptly after the government notifies us and we do not need to tell you if the government has publicised these changes; and</li></ul>

Changes we can make	Our reasons for making the changes	When and how we will tell you about the changes
	<ul style="list-style-type: none"> <li>• where it is otherwise reasonably necessary to protect our legitimate interests.</li> </ul> <p>However, we will not make changes to any fees or charges where we have told you that it will not change (see your Product Terms).</p>	<ul style="list-style-type: none"> <li>• we will always give you notice in writing if we introduce or increase the fees and charges for performing transactions covered by the ePayments Code or issuing new or replacement security details / devices. Transactions covered by the ePayments Code are payment, fund transfer and cash withdrawal transactions that are: <ul style="list-style-type: none"> <li>(a) initiated using electronic equipment; and</li> <li>(b) not intended to be authenticated by comparing a manual signature with a specimen signature.</li> </ul> </li> </ul>

**Other changes**

Other changes that are favourable to you	We can make other changes (that are not otherwise covered in this table) that are favourable to you for any reason.	We will tell you as soon as reasonably possible and no later than the change takes effect. We will give you notice in writing where we:
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Changes we can make	Our reasons for making the changes	When and how we will tell you about the changes
		<ul style="list-style-type: none"><li>• are required to do so by an applicable law or code;</li><li>• are making changes that are specific to our agreement with you and that are not generally applicable to other customers; or</li><li>• otherwise reasonably believe that the change is of a kind that should be communicated to you in writing.</li></ul> <p>Otherwise, we will give you notice by writing to you or by publishing the notice nationally in newspapers. If the change relates to a credit card or personal loan and we tell you about it nationally in newspapers, we'll also give you particulars of the change on or before your next statement of account is sent to you after the change takes effect.</p>

Changes we can make	Our reasons for making the changes	When and how we will tell you about the changes
Other changes that are not favourable to you	<p>We can, acting reasonably, make other changes (that are not otherwise covered in this table) that are not favourable to you for any of the following reasons:</p> <ul style="list-style-type: none"><li>• to respond proportionately with any changes in any applicable laws, regulatory requirements or guidance, industry guidance or codes of practice;</li><li>• to proportionately give effect to any decisions or recommendations made by a court, regulator, ombudsman or similar organisation that we have to follow (for example, the Australian Financial Complaints Authority);</li><li>• to proportionally reflect our legitimate higher costs in providing the account (including our funding costs);</li></ul>	<p>We will tell you as soon as reasonably possible and at least 30 days before the change takes effect.</p> <p>We will give you notice in writing.</p>

Changes we can make	Our reasons for making the changes	When and how we will tell you about the changes
	<ul style="list-style-type: none"><li>• to respond to changes to the product features, services or facilities we offer (including where we replace or introduce a new feature, service or facility), our technology or our systems, or other legitimate changes in the way that we manage the account we provide to you;</li><li>• to respond to changes to our arrangements with relevant third parties for benefits provided to you under your agreement with us; and</li><li>• where it is otherwise reasonably necessary to protect our legitimate interests.</li></ul>	

Sometimes a third party will provide you with a service that is connected with an HSBC product or service. We are not responsible if that third party changes their own service terms. The notice period they give you, and the communication method they use to tell you will be set out in their terms and conditions for the service or benefit.

## **What are your rights when we tell you about a change?**

If you don't want to be bound by a change, tell us before the end of the notice period. You can close your account related to that agreement without charge, unless you have a home loan that currently has a fixed interest rate – then you may have to pay us break costs. For more information, please refer to our facts sheet on break costs given to you.

## **44. How we can transfer accounts**

### **Transferring to a more suitable account**

As we review our products and services, if:

- you no longer meet the conditions for an account (for example, if you stop paying any monthly charges for the account, or the account balance or your salary reduces); or
- we are withdrawing a type of account,

we may transfer you to a more suitable account in accordance with applicable laws. We'll give you at least 30 days' notice that we're going to transfer you to another account we think is appropriate for you. You can close your existing account during the notice period if you don't want us to make the transfer and we won't charge you any closure fees. If there's a fee for the new account, you can close the new account within 30 days of the transfer with no charge.

### **Transferring your account between Personal Banking and HSBC Premier**

When you open an account, we will categorise you as a Personal Banking or HSBC Premier customer based on whether you meet certain eligibility criteria (these can be found on our website). Each of these will have separate benefits and features (provided by us or third parties). We'll change your category depending on how you meet the eligibility criteria. This will also change the benefits and features for your account. We will give you 30 days' notice. For example, we may downgrade you from HSBC Premier to Personal Banking if you don't meet the current HSBC Premier requirements at that time. You can tell us if you no longer want a certain type of account.

## Closing your account

### 45. How can you close your account or end this agreement?

Subject to your Product Terms, you can close your account or stop receiving a service from us by contacting us in branch, by phone or by post. We will close your account or stop providing you with a service usually without charge, but you'll still have to pay any charges you've incurred by using the account (such as payment charges) and ensure you repay all amounts you owe us. The terms of your agreement continue to apply for so long as you have an account or product with us and until all monies you owe us have been fully repaid.

Some products, such as a fixed interest loan, may incur break costs if you terminate early – see your Product Terms. A discharge fee is applicable for all home loan products when you release your security.

### 46. How can we close your account or end this agreement?

This clause applies to all products and services excluding home loan and personal loan products.

#### **Immediately and without notice**

In addition to any other reasons set out in your agreement, we can close your account, end this agreement and/or any of our services immediately and without notice if any of the following occur such that it causes us or another person a material and immediate risk such that, acting reasonably, we consider it necessary to take the relevant step immediately:

- you've seriously or persistently broken your agreement;
- we consider that it is reasonably necessary to protect us or you from loss, fraud, or other risks;
- you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally, fraudulently, or without our permission;

- you engage in or we reasonably suspect that you have engaged in behaviour that is illegal or fraudulent;
- in our reasonable opinion your behaviour is unreasonable or improper (please refer to our Unreasonable Behaviour Policy), for example you act in a threatening, harassing or violent manner towards staff or someone else or engage in conduct including through the use of our online banking services, which in our opinion is harassing, offensive, threatening, intimidating, abusive or caused or encourages physical or mental harm to another person or promotes violence against any person;
- in our opinion you have used our products to perpetrate financial abuse on another person or have otherwise breached our Acceptable Use Policy;
- you weren't entitled to open your account or the service, or are no longer entitled to have the account or the service;
- we discover, or reasonably suspect, that you're using the account for a purpose not covered by your agreement;
- you use your account in a way that does or could increase the risk to our business which is outside of our policies, including but not limited to legal, regulatory, compliance or reputational risks;
- you haven't provided us with adequate information that we've requested in relation to your liability for tax or to enable us to comply with laws and regulations and related internal policies and procedures;
- we reasonably consider that you have placed us in a position where we might break a law, regulation, code, court order or other duty, requirement or obligation imposed on us (including by a third party) or we may be exposed to action or censure from any government, regulator or law enforcement agency;
- we are required to comply with laws or regulations applicable to us or we are directed to by a regulator;



- we suspect you have committed a financial crime, or might break a law, regulation, code, court order or other duty, requirement or obligation and we may be exposed to action or censure from any government, regulator or law enforcement agency. Financial crime includes money laundering, terrorist financing, bribery, corruption, fraud, tax evasion or economic sanctions;
- there has been, or we suspect, a breach of security or misuse of your account, our services, security details or a payment device;
- we reasonably suspect that your device that you use to access our products or services is not secure or contains, or is vulnerable to, viruses or malicious software;
- all accounts or services which you access through our products or services have closed;
- we cease offering the product or service;
- you're accessing our products or service from a sanctioned country;
- you have provided us with materially false information;
- you are involved, or we reasonably believe that you are involved, in criminal activity of any kind whether or not linked to your account or your relationship with us;
- for online banking only: in addition to the above events:
  - you only have joint accounts and they require two or more to sign or operate the accounts; or
  - the manufacturer of your device or operating system withdraws the mobile banking app or we stop supporting it; or
  - you cancel your registration for online banking; or
  - you do not access online banking for 24 months; or

- for credit cards only: in addition to the above events, you're in default under this agreement, we've told you about this and given you 30 days to fix it.

We'll tell you if possible before we do this and why. We may not always be able to tell you, for example, because of legal or regulatory restrictions.

### **By giving you at least 30 days' notice**

Except for the above reasons and any other reasons set out in your agreement, we may close your account, end this agreement and/or any of our services if it is reasonably necessary to do so to protect our legitimate interests by giving you at least 30 days' notice. We'll tell you why we're ending the agreement, unless it would be unlawful for us to do so.

### **What happens next?**

We may use our combination and set-off rights, see clause 38 ("Combining accounts and setting-off") to reduce the amount of money you owe us. This includes:

- any card payments that have been authorised but not yet charged to the account; and
- any charges and interest which haven't yet been applied to your account.

If we close your account or end the relationship between us, after exercising our right of combination and set-off, we will pay any remaining money in the account to you. If your money is held in a foreign currency account, we may convert such amounts into Australian Dollars using the prevailing HSBC exchange rate that is applicable at the time, irrespective of the currency in which such monies are held.

Before we pay what is left to you, if you still owe us money and don't pay this when we ask, we may take legal action against you to recover these amounts where it is reasonably necessary to do so to protect our legitimate interests. If you do not owe any further money, we will pay you the amount of any credit balance. You're responsible for cancelling payments into and out of your account. You must destroy your card and where you were issued a cheque book linked to your account, any unused cheques.

The terms of our agreement continue to apply for so long as you have an account or product with us and if applicable, until all monies you owe us have been fully repaid.

**47. Help we can offer if you want to switch to another bank account**

This clause only applies to transaction and savings accounts.

If you give us the details we need, we'll transfer the money in your transaction or savings account (less any amounts you owe us) to your new account and give you the information we have about standing orders, other recurring payments and any direct debits within 5 Business Days so you can transfer them to your new account. We won't charge you for this.

**Other useful information**

**48. Transferring your agreement and the security**

Can we transfer your agreement?	Can you transfer your agreement?
<p>Yes.</p> <p>Acting reasonably, we can transfer or assign some or all of our rights under any of the agreements between you and us, and in relation to your accounts, to someone else where we have a legitimate business interest in doing so.</p>	<p>No.</p> <p>You can't transfer any of your rights or novate:</p> <ul style="list-style-type: none"><li>• any of your obligations in relation to our agreement or your account; or</li><li>• the ownership of your account, to any other person.</li></ul>

Can we transfer your agreement?	Can you transfer your agreement?
<p>We can novate some or all of our obligations under any of the agreements between you and us, and in relation to your accounts, but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by our regulator as holding the relevant licensed to continue providing you with your product. This won't reduce any of your rights in relation to your accounts.</p> <p>If we choose to do this:</p> <ul style="list-style-type: none"><li>• it will be at no charge to you and we will give you 30 days' prior notice before doing so; and</li><li>• where any of our agreements says 'we', 'us', 'our' or 'HSBC Australia' this will now mean the person we've transferred to but only to the extent that rights have been given to them. You'll have to continue to do everything you currently have to do but to the person we transfer to instead of us for example, you'll have to pay them instead of us; and</li><li>• the person we've transferred to can still rely on anything done or received before the transfer.</li></ul>	<p>This is because we need to know exactly who we are dealing with including so that we can comply with anti-money laundering laws, so that our products are suitable for them and for when we securitise any loan you have with us (where applicable). Our agreement with you is based on our assessment on you and so we can't allow your product or service to be transferred to someone else.</p> <p>However, you can appoint attorneys and use TPPs agreement – see clauses 23 ("Can someone else operate your account for you?") and 26 ("Using a third-party provider").</p> <div><p><b>Novate</b></p><p>When we say 'novate', we mean that someone else can perform our obligations under the agreement between us and you.</p></div>

We may also delegate some or all of our powers to someone else. Anything done by our delegate or their representatives will be treated as if done by us.

## 49. Tax

You're responsible for obtaining your own tax, legal and accounting advice and must be aware of (in Australia and if applicable, overseas):

- any tax you may need to pay in relation to any money in your account and any rewards and benefits you receive in relation to any accounts or cards; and
- any tax obligations you may have (such as filing requirements).

Where we are required to, we will collect or deduct tax from your payments or accounts. You're also required to pay us any GST or other tax we incur on your behalf in connection with any of our agreements with you. If you are not an Australian tax resident, we must deduct non-resident withholding tax from any interest payments to you. If you are an Australian tax resident but you have not provided us with your tax details, then we will deduct withholding tax from any interest payments to you unless an exemption applies. We will also do the same if you have not provided us with information we have requested about a person connected to you such as a guarantor, director, trustee, officer etc. The amount of this withholding tax and further information can be found at [www.ato.gov.au](http://www.ato.gov.au)

Occasionally, we may also have to deduct withholding tax if you have a foreign tax obligation. We will pay this to the relevant foreign tax authority in accordance with the HSBC Group tax and reporting obligations.

We are not responsible for any of your tax or related obligations (such as reporting or filing). You should seek independent professional advice if you are unsure about them.

We pay interest in full if you're an Australian resident for tax purposes and you've provided:

- your tax file number; or
- your ABN (if you have one); or
- you satisfy us that you have an exemption from doing so.

## **Foreign taxation considerations**

Transactions (in particular withdrawals) in relation to foreign currencies may give rise to taxable gains or losses. The treatment of these transactions for taxation purposes will depend on your individual circumstances and you should seek appropriate tax advice.

## **50. Risks associated with foreign currency**

### **General Foreign currency risks**

Foreign currency transactions and accounts can have risks.

Some examples of this are set out below but other risks may also exist:

- Past performance of a currency is not necessarily an indication of its future performance.
- Due to fluctuations in currency exchange rates, a rate of exchange when you hold a balance in a foreign currency may be different from the rate of exchange when carrying out the actual currency transfer.

We recommend that you obtain independent financial, legal and taxation advice before you enter into currency transfers or transactions involving foreign currencies.

## **51. Our rights**

We have rights under this agreement which help us to protect our interests. We may choose whether or not to use a right and which right to use. If we decide not to enforce any of our terms or our rights in our agreements when we're entitled to, we don't waive our right to take that action and can still take that action in the future (even in similar circumstances). For example, if we don't charge a fee when we normally would, we are entitled to charge this to you at a later date or ensure that we charge it going forward.

We'll act reasonably when we use our rights. For example, we'll be acting reasonably if we use a right only as far as is needed to protect our legitimate interests.

## 52. Liability

We provide our products and services “as is”. We have an Acceptable Use Policy and it’s your responsibility to use our products and services in an appropriate way.

We’ll take reasonable care to make sure any information we provide to you is an accurate reflection of the information we hold or, if it’s provided by a third party, that it accurately reflects the information we receive. Where information is provided by a third party we can’t guarantee that it’s accurate or error free. We’ll explain when you use our products or services if information we provide is subject to restrictions or if we provide it on a specific basis (for example, if it’s only accurate at a particular date).

We won’t be responsible for any:

- loss, cost or expense you incur as a result of suspending, restricting or ending your access to any of our products or services, where it is reasonably necessary to do so to protect you or our legitimate interests (including for example, where we reasonably suspect that your device is not secure or contains, or is vulnerable to, viruses or malicious software);
- loss, cost or expense you incur as a result of your actions or omissions that are illegal or fraudulent;
- equipment, software or user documentation which someone other than us produces for use with our products and services; and
- service you use to access, or which you access through, our products or services which we don’t control,

See also clause 7 (“Incorrect, unauthorised and mistaken internet payments”) for additional information on when you and we are liable for things. The agreement may also include additional terms relevant to our liability.

## **Online banking**

Online banking is only intended for use within Australia. We will not be liable to you if you use it outside Australia. This is because we may not be authorised to offer or provide you with certain products or services where they are not permitted by the law or jurisdiction where you use it. To comply with laws and regulations (including those related to anti-money laundering, counter-terrorism financing and sanctions), we may refuse or delay providing products or services to you, including blocking or freezing transactions and your access to the online banking service.

We'll use reasonable skill and care to ensure that online banking is safe and secure and doesn't contain viruses or other damaging property, for example, by incorporating security features into it, however, we can't guarantee that this will be the case or that your data, software, computer, mobile device or other online content won't be damaged or lost.

## **Limits on our exclusion of liability**

Nothing in this agreement excludes our liability for any loss, cost, or damages caused by our fraud, negligence, or wilful misconduct, or that of our employees, officers, contractors, or agents.

## **53. Recovering costs and expenses from you**

We may take steps to recover any money you owe us (such as appointing an agent or through legal proceedings). We may even pass on to you any reasonable costs we incur in doing so.

We're also entitled to claim costs from you that we have reasonably incurred when defending our position in a dispute between you and a third party where we're not at fault or done anything wrong. An example of this would be where we've been given a subpoena in a dispute you're having with someone else.



## 54. Commissions

We may pay commissions to third parties, when your account is opened, if an entity introduced you to us. Please refer to the Product Terms for details of any commissions paid by or to us. Details of the commission, if known, will be set out in the letter of offer or credit card schedule if you have a credit product. If you have a transaction account or savings account, we may pay commission to a comparison rate website, but the amount is unascertainable.

We may also receive a service fee from a retailer when we run offers, for example where we offer promotional interest free transactions on credit cards. These amounts are unascertainable and vary depending on the offer. We may also receive payments from Visa or Mastercard schemes. These amounts are also unascertainable and may vary.

## 55. Complaints and investigations

If you contact us to make a complaint or ask us to investigate a payment that you think might be mistaken or unauthorised, we will follow the process in this table.

<b>Complaints</b>	<p>You can raise a complaint if you are dissatisfied with any of our products, services, staff or the handling of another complaint. This includes if you think we have not met our obligations to you under the BCOP or other applicable law. You can also raise a complaint about hardship notices, a default notice, or requests for postponement of enforcement proceedings. If you do raise a complaint and we are not able to resolve it immediately, we will acknowledge your complaint within 1 Business Day of receiving it. You will be assigned a complaints case manager and we will provide you with their contact details.</p> <p><b><i>Our Investigation</i></b></p> <p>We will try and resolve most issues within 5 Business Days of receiving your complaint. Some matters are more complex and can take a little longer. If that is the case, we'll keep you informed of our progress.</p>
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<b>Complaints</b>	<p>If we're unable to resolve your complaint within 30 calendar days (or 21 calendar days if it involves a financial hardship notice, default notice, request to postpone enforcement proceedings and certain credit complaints), of receiving it, we'll write to you and inform you of the reasons for the delay.</p> <p>If we need more time to investigate and resolve your complaint, we'll explain why and provide an expected date for the outcome. We'll keep you informed of our progress.</p> <p>If you're not satisfied with our response to your complaint, if we haven't resolved it within the required timeframe, or if you're unhappy with the way we've handled your complaint, you can raise it with our external dispute resolution provider, the Australian Financial Complaints Authority (AFCA). We will provide you with the contact details of AFCA in our complaint communications with you. Clause 56 ("Results of our investigations") below sets out further details about this process.</p>
<b>How we handle certain issues relating to electronic payments and chargebacks</b>	<p>The complaint-handling procedures set out above do not apply to certain issues relating to electronic payments. Specifically, they do not apply to reports of unauthorised transactions and reports of mistaken internet payments to which the separate handling procedures in the ePayments Code apply, or disputed transactions under a chargeback process.</p> <p>For example, if you report an unauthorised transaction, we will investigate and inform you in writing within 21 days of the outcome or if we need more time. If we are unable to resolve the issue within 45 days, we will explain the reason for the delay.</p>

**How we handle certain issues relating to electronic payments and chargebacks**

If your report is settled to your and our complete satisfaction within 5 business days of making the report, we are not required to advise you in writing of the outcome of the report. However, you may request a written response in these circumstances.

You may refer to the ePayments Code for additional details relating to unauthorised transactions, loss, theft etc.

Please also see 'What process do we follow when you dispute a transaction?' in clause 7 ("Incorrect, unauthorised and mistaken internet payments") for further details of the procedures that apply in those circumstances.

However, if you raise separate issues related to the transaction that constitute a complaint, or express to us dissatisfaction with the outcome or handling of a mistaken internet payment or unauthorised or disputed transaction, then we will handle that as a "complaint" per the procedure above.

## **56. Results of our investigations**

When we complete our investigation of your complaint, disputed transaction or mistaken / unauthorised payment ("Enquiry"), we will inform you of:

- our conclusions; and
- the reasons for our conclusions; and
- if applicable, the areas of the ePayments Code that apply to our conclusions; and
- any further action you can take in respect of your Enquiry, where relevant.

We will adjust your account accordingly (including any interest and charges) and notify you in writing of the amount of the adjustment, where we determine you are not responsible for a transaction. We'll refund the payment as soon as we are able to.

If your complaint hasn't been resolved or dealt with satisfactorily, you may wish to contact the Australian Financial Complaints Authority (AFCA). The AFCA Scheme is a free service established to provide you with an independent mechanism to resolve specific complaints.

AFCA can be contacted by:

- phone 1800 931 678;
- email at [info@afca.org.au](mailto:info@afca.org.au);
- online at [www.afca.org.au](http://www.afca.org.au); or
- mail at GPO Box 3, Melbourne VIC 3001.

**57. What country's courts and laws apply to this agreement and our dealings**

Products	Laws and courts that apply
For all products other than a home loan	The laws of New South Wales, Australia will apply. You and we agree to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales.
For home loans	See your Home Loan Terms for information about which laws and courts applies to that agreement.

If you aren't an Australian resident, you may be required to appoint an agent for service of process in Australia. If you have an offset savings account or a Home Loan Transaction (Non Offset) Account, we'll serve documents by certified or registered airmail postage prepaid to you at your address or to any appointed process agent.

## Part D: Specific terms for Apple Pay and Google Pay

### HSBC with Apple Pay Terms and Conditions

#### 1. These terms

When you use any of our products and services with Apple Pay, the following terms (“HSBC with Apple Pay Terms” or “these terms”) will apply and together with the agreement, govern your use of Apple Pay.

#### **DO NOT THROW OUT YOUR DEBIT CARD OR CREDIT CARD AFTER YOU HAVE ADDED IT TO APPLE PAY.**

You must carefully read these terms before adding your HSBC Card to Apple Pay. To use Apple Pay, you will also need to agree to Apple’s terms and conditions. Those terms and conditions will be provided by Apple, not us.

For the purposes of these terms “HSBC Card” means both Credit Card and Debit Card.

You agree to these terms by:

- adding a HSBC Card for use in Apple Pay on your eligible Apple Device; or
- allowing another cardholder to add a HSBC Card linked to your account for use in Apple Pay on their Apple Device.

#### 2. Adding and removing a HSBC Card from Apple Pay

You can add an HSBC Card to Apple Pay on your eligible Apple Device and any additional cardholder can add an HSBC Card to the additional cardholder’s eligible Apple Device, provided that:

- we can authenticate you or the additional cardholder; and
- the account is not in arrears.

You can remove an HSBC Card linked to your account from Apple Pay at any time and an additional cardholder can remove their HSBC Card from Apple Pay at any time. You cannot suspend the use of an additional cardholder's HSBC Card in Apple Pay, but you can suspend or cancel the HSBC Card of the additional cardholder by calling 1300 308 008 (24 hours a day) or as otherwise set out in the agreement.

Instructions on how to add an HSBC Card to Apple Pay, or remove one, are set out at [www.hsbc.com.au/Applepay](http://www.hsbc.com.au/Applepay).

Once an HSBC Card is added to Apple Pay, you or the additional cardholder can use Apple Pay to authorise transactions on your account. This is done by using the relevant Apple Device in place of an HSBC Card at a contactless payment terminal or in an application on an Apple Device. Some contactless payment terminals may require the cardholder to enter the HSBC Card PIN for transactions over \$100 and where the terminal does not recognise authorisation by means of biometric identifiers or the Apple Device's passcode.

### **3. Security and liability**

Any person who can unlock your Apple Device may be able to make transactions using an HSBC Card registered in Apple Pay. If you or an additional cardholder think another person knows the passcode for the Apple Device, you must ensure that the passcode is changed by you or the additional cardholder, as applicable.

**WARNING: this could result in significant loss or liability in relation to such transactions.**

**It is important that you read the agreement to understand the security measures you must take and how we determine liability and responsibilities for transactions made with your HSBC Card using Apple Pay.**

In particular, see the terms that apply to security and liability in this Personal Banking Booklet, including the section ("Security") which sets out what:

- you must do to prevent misuse of your account; and
- what you must report to us; and

- how we determine responsibility and liability for the use of your account (including through Apple Pay),

and the section ("Other useful information") of this Personal Banking Booklet which sets out how you can query and dispute transactions.

#### **4. Fees and charges**

HSBC does not charge you any additional fees for adding or using an HSBC Card with Apple Pay. However, you may be charged fees by third parties in connection with your use of Apple Pay (such as card processing fees and mobile data charges). We do not control these.

#### **5. Blocking, suspending and terminating Apple Pay**

HSBC may block or suspend your use or access to your HSBC Card in Apple Pay for the same reasons we can block or suspend your HSBC Card as set out in the agreement. See also the clause 16 ("Blocking payments, payment devices, services and accounts and temporary transaction limits") in this Personal Banking Booklet. The consequences of us blocking or suspending your use or access to your HSBC Card in Apple Pay are the same as set out in that clause.

We may terminate your use of or access to your HSBC Card in Apple Pay for the same reasons as we can terminate your HSBC account as set out in the agreement. We'll try to tell you at least 30 days in advance but this may not always be possible in which case we will tell you as soon as practicable afterwards (if we're allowed to).

In addition, we may also block, suspend or terminate your access to Apple Pay if our arrangements with Apple for Apple Pay change such that we have to (including if they end) or otherwise require us to. We will tell you as soon as we can if this happens.

## **6. Data collection and privacy**

HSBC may collect information relating to your Apple Device (including app version, device type and model, operating system and security information such as whether you have obtained root access):

- to ensure that your HSBC Card properly functions in Apple Pay;
- for security purposes and to identify fraud;
- for HSBC to better provide assistance to you; and
- to tell you about other products or services that may be of interest to you.

We may also exchange information with Apple and service providers:

- to enable the use of the HSBC Card with Apple Pay and to improve Apple Pay generally; and
- about persons involved in suspected security breaches or fraud.

If you do not want us to collect or disclose this information as described, you should not register an HSBC Card for use in Apple Pay. If you do not want to receive marketing information, phone 1300 308 008.

The agreement (including the Product Terms) and HSBC's Privacy Policy ([www.hsbc.com.au/privacy](http://www.hsbc.com.au/privacy)) contain more general information about our collection and handling of your information. Once an HSBC Card is registered to your Apple Device, Apple may access your personal information regarding the use of that HSBC Card through Apple Pay. Please see Apple's privacy policy at [www.apple.com/au/privacy](http://www.apple.com/au/privacy).

## **7. Apple Pay provided by Apple**

Apple Pay is provided by Apple, not by HSBC.

HSBC's obligation to you in relation to the functionality of Apple Pay is limited to securely supplying information to Apple to allow the use of an HSBC Card through Apple Pay.



## **8. Changes to these terms**

See the clause 43 (“Changes we can make after giving notice”) in this Personal Banking Booklet for the changes we can make to these terms, our reasons for making changes, and when and how we will tell you about those changes. Such changes will not increase your liability for transactions already conducted in relation to the use of an HSBC Card in Apple Pay.

## **9. Urgent changes**

HSBC may make changes to HSBC with Apple Pay required to immediately restore or maintain the security of a system or individual facility without prior notice. We will notify you of such changes as soon as practicable and such changes will not increase your liability for transactions already conducted in relation to the use of an HSBC Card in Apple Pay. Apple may also change the services and functionality of Apple Pay – we don’t control that.

## **10. Electronic communications**

Due to the nature of Apple Pay, you agree that we may communicate with you in relation to Apple Pay electronically including by sending an SMS to your Apple Device, a notification in Apple Pay or an email to the email address you have provided to us. The electronic communication may include a link to information on our website. We may also communicate with you using other means in accordance with the agreement.

## **11. Severability and governing law**

If any provision or part of a provision of these terms is illegal, invalid or unenforceable, the remainder of these terms will continue in full force and effect.

See the clause 57 (“What country’s courts and laws apply to this agreement and our dealings”) in this Personal Banking Booklet for which courts and laws apply.

## 12. Meanings of words

In these terms:

- **“Additional Cardholder”** means the holder, other than you, of an HSBC Card linked to your account.
- **“Apple”** means Apple Pty Limited ABN 46 002 510 054 and/or its related bodies corporate and affiliates.
- **“Apple Device”** means a device such as iPad, iPhone or Apple Watch, manufactured by Apple, which HSBC determines is eligible for registration of HSBC Cards to be used in Apple Pay.
- **“Apple Pay”** means the mobile payment and digital wallet service created by Apple that lets users make payments using certain Apple Devices and credit cards or debit cards registered on such Apple Devices.
- **“HSBC”, “we” or “us”** means HSBC Bank Australia Limited and its successors and assigns, and ‘our’ has a corresponding meaning.
- **“HSBC Card”** means an HSBC credit or debit card.
- **“Product Terms”** mean the Product Terms and conditions contained in the agreement between you and us for your HSBC product that gives you access to a HSBC Card.
- **“you”** means the account holder of the account related to the HSBC Card which has been added to the Apple Pay digital wallet on a device which supports the iOS operating system and, as applicable, includes any additional cardholder of an HSBC Card.

## 13. Trademarks

Apple and Apple Pay are trademarks of Apple Inc.

## HSBC with Google Pay Terms and Conditions

### 1. These terms

When you use any of our products and services with Google Pay, the following terms (“HSBC with Google Pay Terms” or “these terms”) will apply and together with the agreement, govern your use of Google Pay.

### **DO NOT THROW OUT YOUR DEBIT CARD OR CREDIT CARD AFTER YOU HAVE ADDED IT TO GOOGLE PAY.**

You must carefully read these terms before adding your HSBC Card to Google Pay. To use Google Pay, you will also need to agree to Google’s terms and conditions. Those terms and conditions will be provided by Google, not us.

For the purposes of these terms “HSBC Card” means both Credit Card and Debit Cards.

You agree to these terms by:

- adding a HSBC Card for use in Google Pay on your eligible Android Device; or
- allowing another cardholder to add a HSBC Card linked to your account for use in Google Pay on their Android Device.

### 2. Adding and removing a HSBC Card from Google Wallet

You can add an HSBC Card to Google Wallet on your eligible Android Device and any additional cardholder can add an HSBC Card to the additional cardholder’s eligible Android Device, provided that:

- we can authenticate you or the additional cardholder; and
- the account is not in arrears.

You can remove an HSBC Card linked to your account from Google Wallet at any time and an additional cardholder can remove their HSBC Card from Google Wallet at any time. You cannot suspend the use of an additional cardholder's HSBC Card in Google Pay, but you can suspend or cancel the HSBC Card of the additional cardholder by calling 1300 308 008 (24 hours a day) or as otherwise set out in the agreement.

Instructions on how to add an HSBC Card to Google Wallet, or remove one, are set out at [www.hsbc.com.au/Googlepay](http://www.hsbc.com.au/Googlepay).

Once an HSBC Card is added to Google Wallet, you or the additional cardholder can use Google Pay to authorise transactions on your account. This is done by using the relevant Android Device in place of an HSBC Card at a contactless payment terminal or in an application on an Android Device. Some contactless payment terminals may require the cardholder to enter the HSBC card PIN for transactions over \$100 and where the terminal does not recognise authorisation by means of biometric identifiers or the Android Device's passcode.

### **3. Security and liability**

Any person who can unlock your Android Device may be able to make transactions using an HSBC Card registered in Google Pay. If you or an additional cardholder think another person knows the passcode for the Android Device, you must ensure that the passcode is changed by you or the additional cardholder, as applicable.

**WARNING: this could result in significant loss or liability in relation to such transactions.**

**It is important that you read the agreement to understand the security measures you must take and how we determine liability and responsibilities for transactions made with your HSBC Card using Google Pay.**

In particular, see the terms that apply to security and liability in this Personal Banking Booklet, including the section (“Security”) which sets out what:

- you must do to prevent misuse of your account; and
- what you must report to us; and
- how we determine responsibility and liability for the use of your account (including through Google Pay),

and the section (“Other useful information”) of this Personal Banking Booklet which sets out how you can query and dispute transactions.

#### **4. Fees and charges**

HSBC does not charge you any additional fees for adding or using an HSBC Card with Google Pay. However, you may be charged fees by third parties in connection with your use of Google Pay (such as card processing fees and mobile data charges). We do not control these.

#### **5. Blocking, suspending and terminating Google Pay**

HSBC may block or suspend your use or access to your HSBC Card in Google Pay for the same reasons we can block or suspend your HSBC Card as set out in the agreement. See also the clause 16 (“Blocking payments, payment devices, services and accounts and temporary transaction limits”) in this Personal Banking Booklet. The consequences of us blocking or suspending your use or access to your HSBC Card in Google Pay are the same as set out in that clause.

We may terminate your use of or access to your HSBC Card in Google Pay for the same reasons as we can terminate your HSBC account as set out in the agreement. We’ll try to tell you at least 30 days in advance but this may not always be possible in which case we will tell you as soon as practicable afterwards (if we’re allowed to).

In addition, we may also block, suspend or terminate your access to Google Pay if our arrangements with Google for Google Pay change such that we have to (including if they end) or otherwise require us to. We will tell you as soon as we can if this happens.

## **6. Data collection and privacy**

HSBC may collect information relating to your Android Device (including app version, device type and model, operating system and security information such as whether you have obtained root access):

- to ensure that your HSBC Card properly functions in Google Pay;
- for security purposes and to identify fraud;
- for HSBC to better provide assistance to you; and
- to tell you about other products or services that may be of interest to you.

We may also exchange information with Google and service providers:

- to enable the use of the HSBC Card with Google Pay and to improve Google Pay generally; and
- about persons involved in suspected security breaches or fraud.

If you do not want us to collect or disclose this information as described, you should not register an HSBC Card for use in Google Pay. If you do not want to receive marketing information, phone 1300 308 008.

The agreement (including the Product Terms) and HSBC's Privacy Policy ([www.hsbc.com.au/privacy](http://www.hsbc.com.au/privacy)) contain more general information about our collection and handling of your information. Once an HSBC Card is registered to your Android Device, Google may access your personal information regarding the use of that HSBC Card through Google Pay. Please see Google's privacy policy at [www.google.com.au/intl/en/policies/privacy/](http://www.google.com.au/intl/en/policies/privacy/).

## **7. Google Pay provided by Google**

Google Pay is provided by Google, not by HSBC.

HSBC's obligation to you in relation to the functionality of Google Pay is limited to securely supplying information to Google in order to allow the use of an HSBC Card through Google Pay.

## **8. Changes to these terms**

See the clause 43 (“Changes we can make after giving notice”) in this Personal Banking Booklet for the changes we can make to these terms, our reasons for making changes, and when and how we will tell you about those changes. Such changes will not increase your liability for transactions already conducted in relation to the use of an HSBC Card in Google Pay.

## **9. Urgent changes**

HSBC may make changes to HSBC with Google Pay required to immediately restore or maintain the security of a system or individual facility without prior notice. We will notify you of such changes as soon as practicable and such changes will not increase your liability for transactions already conducted in relation to the use of an HSBC Card in Google Pay. Google may also change the services and functionality of Google Pay – we don’t control that.

## **10. Electronic communications**

Due to the nature of Google Pay, you agree that we may communicate with you in relation to Google Pay electronically including by sending an SMS to your Android Device, a notification in Google Pay or an email to the email address you have provided to us. The electronic communication may include a link to information on our website. We may also communicate with you using other means in accordance with the agreement.

## **11. Severability and governing law**

If any provision or part of a provision of these terms is illegal, invalid or unenforceable, the remainder of these terms will continue in full force and effect.

See the clause 57 (“What country’s courts and laws apply to this agreement and our dealings”) in this Personal Banking Booklet for which courts and laws apply.

## 12. Meanings of words

In these terms:

- **“Additional Cardholder”** means the holder, other than you, of an HSBC Card linked to your account.
- **“Android Device”** means a device which supports the Android operating system, which HSBC determines is eligible for the registration of HSBC Cards to be used in Google Pay.
- **“Google Pay”** means the mobile payment and digital wallet service created by Google that lets users make payments using certain devices which supports the Android operating system and credit cards or debit cards registered on such Android Devices.
- **“Google”** means Google Asia Pacific Pte. Ltd. ABN 54 341 015 381 and/or its related bodies corporate and affiliates.
- **“HSBC”, “we” or “us”** means HSBC Bank Australia Limited and its successors and assigns, and ‘our’ has a corresponding meaning.
- **“HSBC Card”** means an HSBC credit or debit card.
- **“Product Terms”** mean the Product Terms and conditions contained in the agreement between you and us for your HSBC product that gives you access to a HSBC Card.
- **“you”** means the account holder of the account related to the HSBC Card which has been added to the Google Pay digital wallet on a device which supports the Android operating system and, as applicable, includes any additional cardholder of an HSBC Card.

## 13. Trademarks

Google and Google Pay are trademarks of Google Inc.



## **Part E:** Specific terms for Confirmation of Payee service

### **1. These terms**

When you use the Confirmation of Payee (“CoP”) service, the following terms (“Confirmation of Payee Terms” or “these terms”) will apply and together with the agreement, govern your use of the service.

### **2. Confirmation of Payee service**

The CoP service allows you to confirm the account name of the BSB and account number of a payee you want to make a payment to.

Where you are the payee, it allows the payer to confirm the account name of your account before making a payment. To facilitate these confirmations, we use the account names saved on our online banking service and mobile banking app. However, we only check periodically. If you change your account name during this time, you must promptly notify us by visiting the branch or via contact centre. We will not be responsible for any loss as a result of, or in connection with, your account name changing during this time.

### **3. Making a Payee Lookup**

Before making a payment using a BSB and account number, you can make a Payee Lookup request to help decide whether or not to make a payment.

There is a limit on the number of Payee Lookup requests you can make every time you logon and per day.

You are responsible for ensuring the BSB and account number that you want to pay is correct. The CoP service may provide you with a response whether or not the account name you entered matches the BSB and account number of the intended payee’s account. If the CoP service response indicates that the details of the payee’s account do not match or is a close or partial match, you should check and verify the account details with the intended payee before proceeding with the payment. **You are responsible for your payment decisions.**

We are not responsible for any response provided to you based on information received from the payee’s bank, or for any delay, suspension or withdrawal of the CoP service for any reason which is not caused or contributed by us.

#### **4. Misuse of Confirmation of Payee service**

You must not misuse the CoP service in breach of these terms or the agreement; or in a way which we determine to be inappropriate, malicious or fraudulent.

We may limit or suspend your use of the CoP service if we believe it is reasonably necessary to protect you, us, the payer or the payer's bank from possible fraudulent activity, scams or other activities that might cause the loss of money. See also clause 16 ("Blocking payments, payment devices, services and accounts and temporary transaction limits") in this Personal Banking Booklet.

#### **5. Account details and Privacy**

We will ensure your account details are accurately recorded for the use of the CoP service.

By using the CoP service, you acknowledge and authorise:

- us to use and disclose your account details in the CoP service; and
- payers' financial institutions to use and disclose your account details to payers and other relevant persons as needed for the purposes of the CoP service and prior to payers making payments to you.
- us to confirm, disclose, process, store and use your account details through the CoP service to government agencies for the purposes of making a payment to you by government agencies.
- Individual customers may opt out of the CoP service in certain circumstances. Please contact us if you wish to opt out of the CoP service on an Account. Opting out may adversely impact your banking experience and HSBC is not liable for any loss you suffer (including consequential loss) in connection with your opting out.
- We will contact you to verify your reason for opting out of the CoP service.

Where you are the payee, you may provide alternative names to be recorded on your account in some circumstances. Please contact us at 1300 306 543.

HSBC's Privacy Policy ([www.hsbc.com.au/privacy](http://www.hsbc.com.au/privacy)) contains more information about our collection and handling of your information. You acknowledge and confirm that you have been notified of, and have consented to, the collection, storage, use and disclosure of your information.

## 6. Meanings of words

In these terms:

- **“account details”** means HSBC's record of your account containing account details including BSB, account number, account name, any other name that you preferred to use in relation to your account and other information as required for the purpose of the Confirmation of Payee service.
- **“Confirmation of Payee service”** means the service that performs payee account name matching which enables a payer to confirm the account name of the BSB and account number that the payer wants to make a payment to.
- **“payment”** means electronic payment cleared and settled by participating financial institutions.
- **“Payee Lookup”** means a request to look up a payee's account and receive a response based on the record of the payee's account held by participating financial institutions in Australia under the New Payments Platform scheme.

## **Part F: Specific terms for PayTo service**

### **1. These terms**

When you use the PayTo service, the following terms ("PayTo Terms" or "these terms") will apply and together with the agreement, govern your use of the service.

### **2. Creating a Payment Agreement**

PayTo allows you to set up and authorise Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.

If you choose to set up a Payment Agreement, you will need to provide the Merchant or Payment Initiator with your payment details, including the BSB and account number or PayID associated with your account. You are responsible for ensuring the correctness of the payment details you provide to set up a Payment Agreement.

Any personal information you provide to the Merchant or Payment Initiator will be subject to the relevant Merchant or Payment Initiator's privacy policy and terms and conditions.

Payment Agreements are recorded in the Mandate Management Service. The Merchant or Payment Initiator is responsible for creating and submitting a record of each Payment Agreement for inclusion in the Mandate Management Service.

The Mandate Management Service will notify us of any Payment Agreement created using your account or PayID details. We will notify you when the Payment Agreement is created and provide you details of the Payment Agreement, including the relevant Merchant or Payment Initiator, the payment amount and payment frequency (if provided).

You can confirm or decline any Payment Agreement presented for your approval. We will record your response against the record of the Payment Agreement in the Mandate Management Service. By confirming, you authorise the Payment Agreement. The Payment Agreement will then be deemed to be effective. We will only process payment instructions under a Payment Agreement if you have authorised the Payment Agreement.

**Please carefully check that the details of the Payment Agreement are correct before you confirm them.** Payment instructions can be submitted to us for processing immediately after you have authorized the Payment Agreement. We will not be responsible for any loss or damage suffered by you or any other person because of the processing of a payment instruction under a Payment Agreement that you have authorised.

If a Payment Agreement requires you to confirm within a timeframe specified by the Merchant or Payment Initiator, and you fail to do so, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.

If you believe the payment amount or frequency or any other details in the Payment Agreement is incorrect, you can decline the Payment Agreement and contact the Merchant or Payment Initiator and have them update and resubmit it for your approval.

### **3. Updating a Payment Agreement**

Your Payment Agreement may be updated by the Merchant or Payment Initiator from time to time, or by us on your instruction.

#### **Updates requested by Merchant or Payment Initiator**

We will notify you of proposed updates to the Payment Agreement requested by the Merchant or Payment Initiator. These may include changes to the payment amount, or payment frequency.

We will notify you of any proposed update and present it for your approval. You can confirm or decline any update request. If you confirm, we will record the confirmation against the record of the Payment Agreement in the Mandate Management Service. The update will then be deemed to be effective. If you decline, the update will not be made. A declined request will not otherwise affect the Payment Agreement. If you do not respond to the update request within 5 Business Days, the update request will be deemed to be declined.

If you decline the update request because it does not reflect the latest terms of the agreement that you have with the Merchant or Payment Initiator, you may contact them and have them resubmit the update request with the correct details. We are not authorised to change the details in an update request submitted by the Merchant or Payment Initiator. Once you have confirmed an update request, we will update the Mandate Management Service with this information.

### **Updates requested by you**

Once a Payment Agreement has been set up, you can only instruct us to update your name or account details in the Payment Agreement. You can't instruct us to update the details of the Merchant or Payment Initiator, or another party.

Account details may only be replaced with the BSB and account number of an account you hold with us. If you wish to update the account details to refer to your account with another financial institution, you can give us a transfer instruction in accordance with clause [5] ("Transferring a Payment Agreement") below.

We may decline to act on your instruction to update the Payment Agreement if we are not reasonably satisfied that your request is legitimate.

## **4. Pausing a Payment Agreement**

Your Payment Agreement may be paused by you, or the Merchant or Payment Initiator. When a Payment Agreement is paused, we will not process any payment instructions under it. We will not be responsible for any loss or damage that you or any other person suffers as a result of the pause of a Payment Agreement by the Merchant or Payment Initiator, or by you that is in breach of your agreement with the Merchant or Payment Initiator.

## **Pause initiated by you**

You may instruct us to pause and resume your Payment Agreement via online banking or by calling us on 1300 306 543. We will act on your instructions promptly by updating the Payment Agreement in the Mandate Management Service. Whenever you pause or resume a Payment Agreement, the Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor. [During the period the Payment Agreement is paused, we will not process payment instructions in connection with it. We will not be liable for any loss or damage that you or any other person may suffer as a result of the pausing of a Payment Agreement that is in breach of the terms of an agreement between the customer and the relevant Merchant or Payment Initiator.]

## **Pause initiated by Merchant or Payment Initiator**

If we are notified by the Merchant or Payment Initiator that your Payment Agreement has been paused or resumed, we will communicate this to you. We will not be liable for any loss or damage that you or any other person may suffer as a result of the pausing of a Payment Agreement by the Merchant or Payment Initiator.

## **5. Transferring a Payment Agreement**

### **Transferring to another financial institution**

You can choose to have payments under your Payment Agreement made from an account with another financial institution. You can do this [via online banking or calling us on 1300 306 543. We will provide you with a Transfer ID for you to provide to your new financial institution.

The new financial institution will be responsible for having you authorise the transfer of your Payment Agreement and updating the Payment Agreement in the Mandate Management Service. Once updated, the transfer of your Payment Agreement will become effective.

Until the transfer is complete, the Payment Agreement will remain linked to your account with us and payments under the Payment Agreement will continue to be made from this account. If the other financial institution doesn't complete the transfer within 14 calendar days, the transfer will be deemed ineffective and payments under the Payment Agreement will continue to be made from your account with us.

### **Transferring to us**

To transfer a Payment Agreement that you have with another financial institution to us, you will need to get a Transfer ID from that institution and provide it to us via online banking or by calling us on 1300 306 543.

We will generally process any transfer requests within 10 Business Days. We do not guarantee that all Payment Agreements will be transferrable to us. If we are unable or decline to complete any transfer, we will notify you and advise you accordingly. The transfer of a Payment Agreement will become effective once we update it in the Mandate Management Service.

## **6. Cancelling a Payment Agreement**

### **Cancellation by you**

You may instruct us to cancel your Payment Agreement on your behalf by submitting a request via online banking or by calling us on 1300 306 543. We will act on your instructions promptly by updating the record of the Payment Agreement in the Mandate Management Service, which will notify the Merchant's or Payment Initiator's financial institution or payment processor of the cancellation.

You will be responsible for paying the relevant Merchant or Payment Initiator for any loss and damage, or any amounts that are still owing or become due and payable to the Merchant or Payment Initiator, as a result of, or in connection with, the cancellation of a Payment Agreement.

### **Cancellation by Merchant and Payment Initiator**

Merchants and Payment Initiators may cancel your Payment Agreement. If we become aware of your Payment Agreement being cancelled, we will promptly notify you.



We will not be responsible to you or any other person for any loss or damage suffered as a result of, or in connection with, a cancellation of your Payment Agreement by the Merchant or Payment Initiator.

## **7. Migration of direct debit arrangements**

Merchants and Payment Initiators who have existing direct debit arrangements with you may establish Payment Agreements for these so that payments are processed via the NPP rather than BECS. These are called “Migrated DDR Mandates.”

You may be entitled to prior written notice under your direct debit service agreement with the Merchant or Payment Initiator of any change in your direct debit arrangement and processing arrangements. If you don’t consent to any change in your direct debit arrangement, you must advise the Merchant or Payment Initiator directly.

We are not required to notify you of a Migrated DDR Mandate for you to confirm or decline. We will process instructions received from a Merchant or Payment Initiator on the basis of a Migrated DDR Mandate. We will not be responsible to you or any other person for any loss or damage suffered as a result of, or in connection with, a Migrated DDR Mandate.

You may update, pause (and resume), cancel or transfer your Migrated DDR Mandates, or receive notice of any update, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator, in the manner described in clauses 3, 4, 5 and 6.

## **8. Your responsibilities**

You must:

- carefully consider and promptly respond to any Payment Agreement creation request, or update request made in respect of your Payment Agreement or Migrated DDR Mandate. We will not be responsible for any loss or damage that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DDR Mandate.

- notify us immediately if you're no longer authorised to operate the account from which payments under a Payment Agreement or Migrated DDR Mandate have been (or will be) made.
- promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason. We will not be responsible for any loss or damage that you suffer as a result of you not promptly responding to such a notification.
- ensure that you comply with the terms of any agreement that you have with a Merchant or Payment Initiator, including any termination notice periods. You acknowledge that you are responsible for any loss and damage that you suffer in connection with any cancellation or pause of a Payment Agreement or Migrated DDR Mandate by you which breaches any agreement that you have with that Merchant or Payment Initiator.
- ensure that you have sufficient funds in your account to meet the requirements of all your Payment Agreements and Migrated DDR Mandates. We will not be responsible for any loss or damage that you suffer as a result of your account having insufficient funds. [See also "Overdrafts" in Part B of the Transaction and Savings Account Terms.]
- immediately report to us if you receive a Payment Agreement creation request or become aware of payments being processed from your account that you weren't expecting, or experience any other activity that appears suspicious or incorrect.
- promptly respond to any notification you receive from us requiring you to confirm that all of your Payment Agreements and Migrated DDR Mandates are accurate and up to date. You must promptly respond to any such notification. If you fail to respond, we may pause your Payment Agreement and/or Migrated DDR Mandate.
- ensure that all data you provide to us or to any Merchant or Payment Initiator is accurate and up to date.

- ensure that you do not use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person,
- ensure that any passwords/PINs needed to access the facilities we provide to you are kept confidential and are not disclosed to any other person.
- comply with all applicable terms, requirements and obligations in connection with your use of PayTo as contained in the relevant NPP regulations, procedures and/or other documentation as prescribed by NPP Australia Limited.

### **Responsibility to report**

You must report to us immediately and submit a claim if you:

- receive a Payment Agreement creation [or update request or become aware of payments being processed from your account that:
  - (i) you weren't expecting, or you didn't authorise, or
  - (j) isn't permitted under your Payment Agreement or Migrated DDR Mandate; or
- experience any other activity that appears suspicious or incorrect.

We will try our best to respond to your [claim] as soon as reasonably practicable. We will not be responsible for any payment made that was in fact authorised by your Payment Agreement or Migrated DDR Mandate. See also clause 6 ("What you must report to us") in the Personal Banking Booklet.

### **9. Our responsibilities**

We will try our best to accurately reflect all information you provide to us in connection with a Payment Agreement or a Migrated DDR Mandate in the Mandate Management Service.

We may monitor your Payment Agreements or Migrated DDR Mandates for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements or Migrated DDR Mandates if we reasonably suspect misuse, fraud or security issues. We will promptly notify you of any such action. [See also clause 16 (“Blocking payments, payment devices, services and accounts and temporary transaction limits”) in this Personal Banking Booklet.]

If you become aware of a payment being made from your account that you did not authorise or is not permitted under your Payment Agreement or Migrated DDR Mandate, you must notify us immediately and submit a claim. We will try our best to respond to your claim as soon as reasonably practicable. We will not be responsible for any payment made that was in fact authorised by your Payment Agreement or Migrated DDR Mandate.

## **10. Account Details and Privacy**

By confirming a Payment Agreement and/or permitting the creation of a Migrated DDR Mandate against your account, you acknowledge that:

- you authorise us to collect, use and store your information, including your name and account details and the details of your Payment Agreements and Migrated DDR Mandates in the Mandate Management Service; and
- these details may be disclosed to the financial institution or payment processor for the Merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your account.

HSBC’s Privacy Policy ([www.hsbc.com.au/privacy](http://www.hsbc.com.au/privacy)) contains more information about our collection and handling of your information. You acknowledge and confirm that you have been notified of, and have consent to the collection, storage, use and disclosure of your personal information.

## 11. Meanings of words

In these terms:

- **“BECS”** means the bulk electronic clearing system that is administered by Australian Payments Network Limited (AusPayNet) to coordinate and facilitate the exchange and settlement of bulk electronic payment transactions in Australia.
- **“direct debit”** means an authority and request from a customer to debit amounts from a nominated account with us in writing.
- **“Mandate Management Service”** means the central, secure database operated by NPP Australia Limited of Payment Agreements.
- **“Migrated DDR Mandates”** has the meaning given in clause [7].
- **“Merchant”** means a merchant with which you have established, or would like to establish, a Payment Agreement.
- **“NPP”** means the New Payments Platform operated by NPP Australia Limited.
- **“PayID”** means the identifier which you have chosen to use to receive NPP Payments.
- **“Payment Agreement”** means an agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make payments from your account.
- **“Payment Initiator”** means an approved payment service provider who, whether acting on behalf of you or a Merchant, you have authorised to initiate payments from your account.
- **“PayTo”** means the service which enables us to process NPP Payments from your account in accordance with and on the terms set out in a Payment Agreement which you have established with a Merchant or Payment Initiator that subscribes to the service.
- **“Transfer ID”** means a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more Payment Agreements.

## Part G: Interpretation

Unless the contrary intention appears, a reference in the agreement to:

- (a) HSBC Group means us and HSBC Holdings Plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually);
- (b) labels used for definitions are for convenience only and do not affect interpretation;
- (c) words importing the singular include the plural and vice versa and words importing a particular gender include the other genders;
- (d) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- (e) a reference to a document also includes any variation, replacement or novation of it;
- (f) the meaning of general words is not limited by specific examples introduced by “including”, “for example” or “such as” or similar expressions;
- (g) a reference to **“person”** includes an individual, a body corporate, a partnership, a joint venture, a firm, a society, an association, a trade union, an institution, an unincorporated association, an authority, a statutory body, an agency and/or other government authority (whether local or foreign) or any other entity or organisation;
- (h) a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (i) a reference to, dollars, AUD, \$ or A\$ is a reference to the currency of Australia; and
- (j) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually.

Issued by:

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