

# General Terms and Conditions

Current, Savings & Card Accounts



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# General Terms and Conditions

## for Current, Savings & Credit Card Accounts

Your agreement with us consists of these General Terms and Conditions (“General Terms”) and any Specific Conditions (the General Terms and the Specific Conditions are together referred to as the “Terms”) that apply to any product/service that you have and which are described in the Terms.

Specific Conditions include the following, as applicable to your product/service: (1) the Current Accounts Terms and Conditions (the “Current Accounts Terms”); (2) the Savings Accounts Terms and Conditions (the “Savings Accounts Terms”); (3) the PIB/Terms; (4) the HSBC*net* Terms; (5) the Card Processing Agreement; (6) the Card Conditions of Use; (7) the PBS/BTB Terms and Conditions; (8) the Mobile Banking App Terms and Conditions (9) all interest rates and charges that apply to the relevant product/service and are covered in the price list applicable to your product/ service (you will be given this when you take out the product/service with us and can also find details of interest rates and charges by telephoning us, looking on our website, or by asking staff in our branches); and (10) any other terms that we provide you.

If any Specific Conditions are in conflict with the General Terms, then the Specific Conditions will apply.

### Application

The Terms are applicable to:

- i. individual customers holding accounts on a personal (not business) basis;
- ii. individual customers holding accounts for business purposes; and
- iii. other small businesses that qualify as ‘micro-enterprise’ in terms of the Business Promotion Regulations, 2000 (the ‘Regulations’), as may be amended from time to time. Under the currently applicable Regulations, a ‘micro-enterprise’ is defined as an enterprise which:
  - a. has fewer than ten employees; and
  - b. has either an annual turnover not exceeding two million euro or a balance sheet total not exceeding two million euro,

and who hold the following types of accounts:

- i. current accounts;
- ii. savings accounts; and/or
- iii. card accounts.

### Definitions

In the Terms –

- “ATMs” means automated teller machines at which your card will be accepted, which may be operated by us or by someone else;
- “branches” means branches of HSBC Bank Malta p.l.c. in Malta and Gozo;
- “BTB” means our Business Telephone Banking;
- “EEA” means the European Economic Area;
- “HSBC Group” member means (1) HSBC Holdings plc and any entity which from time to time is a subsidiary of HSBC Holdings plc including HSBC Bank Malta p.l.c. and its subsidiaries and/or associate companies; (2) any entity over which from time to time any of the entities defined in paragraph (1) of this definition either directly or indirectly exercises management control, even though it may own less than fifty percent (50%) of the shares; and (3) any entity otherwise notified by us from time to time;
- “HSBC*net*” means our internet banking service for business customers;
- “Mobile Banking App” means the HSBC Mobile Banking Application which can be downloaded to any mobile device which runs an operating system supported by us, through which you can access some of our internet banking services available on PIB (in case of the Personal Mobile Banking App) or on HSBC*net* (in case of the HSBC*net* Mobile Banking App). In these General Terms, unless we expressly state otherwise, “Mobile Banking App” refers to both the Personal Mobile Banking App applicable to personal customers and the HSBC*net* Mobile Banking App applicable to business customers;
- “deposit machines” means our self service machines that allow you to deposit local or foreign cheques (except travellers cheques) and euro or foreign currency bank notes into an account held with us;
- “PBS” means our Phone Banking Service;
- “person” means an individual, firm, company, corporation and an unincorporated body of persons;
- “PIB” means our Personal Internet Banking;

- “recipient” means the person receiving the money being paid (this may be another person or it may be you if you are sending a payment to another account you have or if you are withdrawing cash);
- “self-service machines” means automated machines at which you can access banking services using your card and/or PIN (such as ATMs and deposit machines) or without using your card and/or PIN (such as foreign exchange machines from which you can exchange euro or foreign currency and other machines which may allow you to exchange notes into coins or vice versa). It will be clear at each machine what type of machine it is and what type of services you can access;
- “we”, “us”, and “our” mean HSBC Bank Malta p.l.c. The Bank is registered in Malta, company registration number C3177 with its registered office and Head Office at number 116, Archbishop Street, Valletta, VLT 1444, Malta. The contact details are: Telephone – (+356) 2380 2380 for personal customers or (+356) 2380 8000 for business customers or (+356) 2380 2389 for Fusion customers; Website – www.hsbc.com.mt. The Bank is licensed to conduct the business of banking and investment services business by the Malta Financial Services Authority (MFSA), Notabile Road, Attard BKR 3000, Malta; website – www.mfsa.com.mt. The Bank is also regulated by the Central Bank of Malta and is listed on the Malta Stock Exchange;
- “working days” means Monday to Friday or Monday to Saturday, except public and bank holidays. With respect to (i) deposits into a card account; (ii) inward or outward payments into or from any other account; (iii) any SWIFT, SEPA or TARGET2 payment; and (iv) foreign currency transfers done via HSBCnet “working days” means Monday to Friday, except public and bank holidays;
- “you/your” means the customer(s) in whose name(s) the Account is held. The customer(s) can be an individual person or a corporate entity.

No third party will have any rights under the Terms. We may refuse to accept money or your application to open or renew a product.

Please read the Terms and keep them in a safe place. You can ask for a free copy of the Terms at any time.

## Section 1 – Payment Services

Section 1 is a separate framework contract for payment services on your account which includes the basis on which we may vary any of the interest rates and other Terms. We have divided Section 1 into parts as follows:

**Part A** – contains terms describing the different types of payments you can make, the information you must provide us when you make a payment and the different ways in which you can ask us to make a payment. Part A also includes important security information.

**Part B** – contains terms of general application to the different types of payments you can make and/or receive, including when payments will and will not be paid from or to your account, payments that involve a foreign currency and when you will receive interest on payments made from your account.

**Part C** – contains terms specific to each type of payment, ranging from internal transfers to cheques.

**Part D** – contains terms relating to joint accounts, statements, fraud prevention and responsibilities. This part also includes terms relating to changing the Terms and ending the framework contract and closing your account.

### Part A

#### A.1 Different types of payment you can make

1.1 Internal transfers – payments between accounts held with us.

1.2 Bill payments – payments in euro directly to the account of another person or organisation in Malta held with us.

1.3 Electronic Fund Transfers – payments made through international money transmission services.

1.4 SEPA Payments – payments in euro to accounts in EEA countries, Monaco, San Marino and Switzerland under the Single Euro Payments Area (SEPA) scheme. If your account is not in euro, we will deduct from your account the amount of the payment and then convert the payment into euro at the prevailing exchange rate.

1.5 SWIFT Payments – payments in major currencies, which are made using the Society for Worldwide Interbank Financial Telecommunication (SWIFT) mechanism.

1.6 Standing Instructions – regular payments from your account to an identified recipient for a defined or undefined period.

1.7 Target 2 Payments – high priority payments sent in euro with guaranteed finality of payment to banks registered as Target 2 users.

1.8 SEPA Direct Debits (Core) – euro payments to a creditor from your account, which may vary by amount or date. Each individual payment is requested from us by the creditor which you have mandated.

1.9 SEPA Direct Debits (B2B) – euro payments made by an individual, entity or any other organisation acting on a business or professional (not personal) basis (i.e. debtor) to another individual, entity or any other organisation acting also in its business or professional capacity (i.e. creditor) and which may vary by amount or date. Each individual payment is requested from us by the creditor you have mandated but we will only entertain such a request from the creditor after you would have provided us with a copy of the signed mandate at least two working days before the due date of the first collection.

1.10 HSBC Direct Debits – payments from your accounts to any HSBC entity established in Malta, which may vary by amount or date. Each individual payment is requested and debited in line with the agreement in place between you and the relevant HSBC entity.

1.11 Payments by Card – for the purchase of goods and services, or to withdraw cash from a bank, (including over the counter cash advances and/or ATMs withdrawals), or for any other purposes allowed by us from time to time, up to your credit limit in case of credit cards, and up to your available and cleared balance on your account(s) in the case of debit cards. Use of the card can be made in person or remotely by telephone, fax, internet or mail order. The Card must not be used for illegal purposes.

1.12 Cash withdrawals – cash you withdraw from your account.

1.13 Cash payments in – cash deposits into your account.

1.14 Cheques into and from your account.

1.15 Some types of payment are not available on certain accounts.

## A.2 Information you need to provide when you make or receive a payment

### 2.1 Electronic fund transfers

2.1.1 You must provide us with the following details (as applicable) to enable us to make a payment (including bill payments and internal transfers) –

- the correct details of the recipient's bank, including the bank's SWIFT Bank Identifier Code (BIC)<sup>1</sup>, sort code or national bank code;
- the recipient's bank account number, or International Bank Account Number (IBAN) if making a SEPA payment or paying to a bank in the EU/EEA;
- the amount of the payment (for SEPA payments, the amount must be indicated in euro);
- the name and address (where applicable) of the recipient to whom the payment is made;
- the date the payment is to be deducted from your account (where applicable);
- your own account number (or IBAN), name and address. This is a legal requirement and these details will be passed to the recipient's bank; and
- the recipient's reference, if applicable.

2.1.2 If you are going to receive electronic fund transfers you must notify the sender of the payment, your BIC and IBAN which is specified on all statements of your savings and current accounts provided by us. You may also obtain the BIC and IBAN numbers by phoning us on (+356) 2380 2380 for personal customers or (+356) 2380 8000 for business customers or (+356) 2380 2389 for Fusion customers or by calling at any one of our Branches.

### 2.2 Standing Instruction

2.2.1 We will require the following details (as applicable) from you to enable us to set up a Standing Instruction from your account –

- the recipient's name, account number (or IBAN) and sort code (or BIC);
- the date we are to start deducting the payments from your account;

<sup>1</sup>For SEPA the BIC is not mandatory

- how often you want us to make the payments;
- the amount of each payment, the currency and for what length of time you require us to make the payments; and
- any reference identifying the payment (including a reference to you or the recipient).

### **A.3 Channels through which payments can be made**

#### **3.1 Personal Internet Banking and HSBCnet and Mobile Banking App**

You can make payments through PIB and/or HSBCnet or Mobile Banking App by logging on, using your user ID, memorable answer<sup>2</sup>, and providing other security information. When you have provided your payment instructions, you will be asked to confirm those instructions. This will be your consent for us to make the payment.

#### **3.2 Branch**

If you are making a payment in branch, we will make the payment once the fulfilment of all conditions required by us in order to execute the payment has been met.

#### **3.3 Post**

3.3.1 Personal customers may instruct us to make a payment by sending a letter addressed to us to any of our branches. Customers holding accounts for business purposes may send us by post payment instructions provided these instructions are: (i) made on bank approved forms which can be obtained on request by contacting us on +356 2380 8000; and (ii) addressed to any of our branches.

3.3.2 You must set out all the details we tell you we need to make the relevant payment (please see clause 2 of Part A of Section 1 of the General Terms) and you must sign the letter (your signature must match the signature on your mandate with us). This will be your consent for us to make the payment. We will make the payment once the fulfilment of all conditions required by us in order to execute the payment has been met.

### **3.4 Cards and self-service machines**

#### **3.4.1 Your Authority for Card Payments**

3.4.1.1 Before we will make a payment from your account we will require you to enter details of your PIN into a keypad or provide a signature and for other transactions we will require certain personal details, the 3 digit card security number on the back of your card, the Verified by Visa authentication or the MasterCard SecureCode authentication. We will advise the retailer or other supplier if we are prepared to authorise the payment to be made from your account. For decision making and card misuse prevention purposes, we may refer an authorisation request back to the retailer for further information. This may result in you being asked to produce further identification. This may also be done on a random basis for fraud prevention purposes.

3.4.1.2 In certain limited circumstances, we may agree to accept your instructions regarding your account over the telephone, and when we do so, we will ask you a number of questions in order to establish your bona fide identity.

3.4.1.3 In the case of Contactless card we will make a payment from your account without you requiring to enter details of your PIN into a keypad. We will advise the retailer or other supplier if we are prepared to authorise the payment to be made from your account or if further identification is required.

#### **3.4.2 Issuing a card and Personal Identification Number (PIN)**

3.4.2.1 At the time of or after opening your account you may apply for a card that may be available from time to time.

3.4.2.2 We will issue you with a PIN. We will not reveal your PIN to anyone but you. You can use your PIN with your card for withdrawing money and using other services available from self service machines. You may also be required to enter your PIN to pay for products and/or services at point of sale terminals.

3.4.2.3 If you ask us to send, or we issue you with, a replacement card before your existing card's expiry date, we may apply a charge. You can change your PIN on certain cards.

#### **3.4.3 Self-Service Machines**

3.4.3.1 You can obtain and perform the following from our self-service machines in Malta –

<sup>2</sup>No memorable answer is required for HSBCnet or for HSBCnet Mobile Banking App.

- obtain details of the balance and book balance on your account using your debit card on our ATMs;
- withdraw cash using your debit or credit card on our ATMs;
- deposit cash and cheques into your account through our deposit-enabled ATMs or deposit machines using your debit card;
- make transfers between the accounts on which the card has been issued and which you have selected for this purpose using your debit card on our ATMs;
- make transfers to your credit card or a third party account held with us using your debit card on our ATMs;
- exchange cash into a different currency using our foreign exchange machines;
- exchange notes into coins using our coin-roll machines; and
- use other services that may be made available by us from time to time about which you may obtain information from any of our branches.

3.4.3.2 We will be responsible for any money lost if there is a fault on one of our self-service machines of which we have not notified you by a message on the screen or a notice on the machine. If we have so notified you, we will not be liable for any loss.

3.4.3.3 Most of our cards can be used in our self-service machines in Malta or abroad. In addition, you may be able to use your card in self-service machines in Malta and abroad operated by other financial institutions. We will advise you if you are able to use your card in these machines when you open your account and about any limitations which apply. We may decide to stop or impose limitations on customers being able to use their cards in respect of particular types of card.

3.4.3.4 If financial institutions charge for your use of their self-service machines, such charges will be payable by you. For example, financial institutions may make a charge to withdraw currency other than euro.

3.4.3.5 We will not be responsible if you cannot use your card in a machine operated by another financial institution.

### 3.5 Phone Banking Service / Business Telephone Banking

3.5.1 You can make some payments including card transactions through PBS/BTB (once you have completed our security procedures) via the automated phone banking facility or by speaking to a phone banking agent who will take details of the payment and then confirm the details to you. You must confirm these details are correct before we make the payment. Your confirmation will be your consent for us to make the payment.

3.5.2 On satisfactory completion of our security procedures, we can act on any instructions given to us, even if these instructions were not given by you or with your authority.

### A.4 Important Security Information

4.1 You must use any card issued to you, PBS/BTB and PIB/HSBC*net* in accordance with the Terms. The use of PIB/HSBC*net*, PBS/BTB, Mobile Banking App and cards is also subject to their own terms and conditions provided to you when registering for the service.

4.2 You must take all reasonable precautions to keep safe and prevent fraudulent use of any cards and security details (including PINs, security numbers, passwords or other details including those which allow you to use the PIB/HSBC*net*, Mobile Banking App and PBS/BTB).

### 4.3 Precautions

4.3.1 These precautions include but are not limited to –

- never writing down your security details;
- not choosing security details to make them more memorable to you such as sequences of letters or numbers that may be easy to guess;
- taking care to ensure that no one hears or sees your security details when you use them;
- keeping card receipts and other information about your account containing personal details (such as statements) safe and disposing of them safely.

### 4.3.2 Cards and PINs

Please see the relative conditions in the Card Conditions of Use available separately.



#### 4.3.3 Phone Banking

- When you call us, we will confirm your identity using our current security procedures. We may not be able to assist you if we are unable to identify you as our customer using our security procedures.
- When we call you, we will never ask for details of your security number or password to identify you as our customer. We will ask you questions based on information known to us about you and the transactions on your account.
- You should not disclose your full security details except when registering or resetting your PBS/BTB security number or PIB/HSBC*net* or Mobile Banking App, security details.
- If you use a phone you will be responsible for deleting the information held on your phone at the end of each conversation.
- You should not use cordless telephones operating on an analogue network to telephone us. We are not responsible if anyone else intercepts or overhears any telephone conversation between you and us.

#### 4.3.4 Personal Internet Banking and HSBC*net*

- Keep your personal computer secure by using anti-virus and spyware detection software and a personal firewall. For HSBC*net*, please see that you download the anti-virus software that we specify for use of such channel.
- Keep your passwords and PINs secret – we will never ask you for your online banking password information in full.
- Always access PIB/HSBC*net* by typing in the bank address to your web browser, never go to an internet banking site from a link in an e-mail and then enter personal details.

4.3.4.1 If any card or security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay by calling –

- For Cards and PINs issues – on (+356) 2148 3809 / (+356) 2380 2380 / 80074488
- For PBS/BTB security issues – on (+356) 2380 2380
- For PIB/Personal Mobile Banking App security issues – on (+356) 2380 2380

- For HSBC*net* or HSBC*net* Mobile Banking App security issues – on (+356) 2380 8000 or (+356) 2380 2389.

or on any other telephone number which we may from time to time notify to you.

4.3.4.2 Telephone calls will be put through to our Call Centre. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

4.3.4.3 If asked, you must confirm in writing the loss or theft of your cards or security details relating to your card, PIB/HSBC*net*, Mobile Banking App or PBS/BTB. If you no longer require your card and/or any unused cheques then you must destroy them. Cards should be cut through the magnetic stripe and chip.

4.3.4.4 We may ask you to co-operate with us and the Police in relation to any investigation into the actual or suspected misuse of your card and/or accounts. You must report any unauthorised transactions to the Police within seven days of our request. We may also disclose information about you or your account to the Police or other third parties if we think it will help prevent or recover losses.

4.3.4.5 If you find your card after having called us under clause 4.3.4.1 of Part A of Section 1 of the General Terms, you must not use it again. You must cut it through the magnetic stripe and chip.

#### A.5 Payment Limits

As a fraud prevention measure, daily and weekly limits may be placed by us on the maximum amount and number of transactions you may effect. The amount/type of limits may be changed from time to time by us, as we deem appropriate in the circumstances. You can obtain all the information about these limits from PIB, any of our branches or by contacting us on (+356) 2380 2380. Other banks may impose their own limits on the amount of transactions that can be effected. If you want to modify any of these limits imposed by us, we may at our discretion do so on your own responsibility.

## Part B

### B.1 When payments will and will not be made by us

1.1 We will make/authorise a payment from your account if you authorise it in any of the ways set out in Section 1 (Payment Services) of the General Terms, and there are cleared funds in your account.

There may be a delay in carrying out your instructions while fraud prevention checks take place.

1.2 When we assess whether to make/authorise payments we may consider any other payments we have made or agreed to make from your account that day, even if those other payments have not already been deducted from your account. You must take this into consideration when requesting payments.

1.3 We may refuse to make a payment (and we will not be responsible for any loss) if:

- any of the conditions set out in Section 1 have not been met (this includes if we do not agree to an informal request for an overdraft to cover the amount of the payment); or
- we are not reasonably satisfied the transaction or the instruction is lawful; or
- we consider that your account has been or is likely to be misused; or
- for fraud prevention purposes.

1.4 If we refuse to make a payment that you have requested, for all payments other than Standing Instructions and direct debits, you will normally be told when you request the payment, unless we suspect fraud – please see the title Fraud Prevention for details about our fraud prevention measures and what we do if we suspect fraud.

In all cases, if you telephone us, we will tell you if a payment has been refused, the reasons for the refusal (where applicable) and the procedure for correcting any factual errors that led to the refusal.

This information will be available, by not later than the end of the next working day after our refusal of your instruction. We will not be able to provide you with details in any of these ways if it is unlawful for us to do so.

1.5 We may charge for considering and returning an informal request for an overdraft or an increase to an existing overdraft limit. We may also charge for each occasion we notify you that your payment request has been refused.

1.6 If we provide you with any service which is not covered by the Terms you must pay our charges for that service.

### B.2 Payments that involve a foreign currency exchange

2.1 Any exchange rate, interest rate, dealing rate and other prices and information quoted by us is for reference only and is not binding. For the purpose of the relevant transaction, the rate, price and information that shall apply to payments involving a currency exchange and that shall be binding on you:

- in case payment is made by *HSBCnet* or by calling our dealers, shall be that rate, price or information provided by us at the time of confirming your acceptance of the exchange rate, irrespective of any different rate, price or information quoted by us previously. When using *HSBCnet*, if you decide to authorise the payment but reject the exchange rate quoted by us for the relevant payment, the exchange rate shall be that applied by us at the time of processing the payment after receipt of same by us and which rate, price or information is available to you on *HSBCnet* or by contacting us via BTB. In addition, the exchange rates we apply to your payments will also appear on your next statement;
- in case of any other payment not made via *HSBCnet* or through our dealers, shall be that rate, price or information applied by us at the time of processing the payment after receipt of same by us and which rate, is available to you on PIB, or upon request, either by calling at any of our branches, sending us a message on PIB or Personal Mobile Banking App or contacting us through PBS. In addition, the exchange rates we apply to your payments will also appear on your next statement.

Applying a foreign exchange rate to a payment creates a commitment for you to make the payment as inputted and authorised. After final authorisation, any payment cancellation and unwinding of the transaction by you or us, for whatever reason we may deem appropriate, including but not limited to insufficient funds, insufficient supporting documentation required by laws, regulations or global standards, suspicious or illegal transactions, may result in a loss reflecting any underlying movements in foreign exchange rates which loss shall be borne by you. To this end, you authorise us to immediately debit any of your accounts held with us to cover any such loss. Additionally, you agree that we shall retain any gain which may be made as a result of any such movements in foreign exchange rate upon cancellation of any transaction.

2.2 If we make a payment that involves an exchange into a foreign currency, and that payment is returned to us, we will convert the returned payment back to the original currency at the prevailing exchange rate when we process the payment.

2.3 For foreign currency payments into your account, a charge may be deducted from your account or from the amount of the payment. Details of any such charge are available on the Bank's General Tariff located at our branches or on our website.

### **B.3 Interest on payments you make or receive from or to your account**

3.1 Provided your interest-bearing account is in credit, you will receive interest on the amount of the payment transaction until it is debited to your account by us. If you overdraw your account, you will not be charged interest on the payment until it is debited to your account.

3.2 For interest-bearing accounts, interest will be calculated on payments into your account as from the working day on which the payment has been added to your account immediately following receipt by us.

### **B.4 Enquiries about a payment instruction**

We may make a charge for any enquiries we receive in respect of each payment instruction, whether made by you or another person. We will not charge you if we have made an error.

We will advise you of our charge before we start investigations on your behalf. Charges by other banks may apply about which we will not be in a position to inform you in advance.

### **B.5 Receipt, Cut-off times, Execution Times and Cancellation of Payment Orders**

5.1 The point in time of receipt, unless otherwise specified in these General Terms, of a payment order shall be the time when the payment order transmitted in accordance with our conditions directly by you or indirectly by or through a recipient is received by us.

5.2 The cut-off time is the time before which on a working day (or calendar day for internal transfers, which can be made on any day) a payment or a payment instruction is treated as received by us on that working day (or calendar day, as appropriate). Payments and payment orders for same day value are subject to cut-off time related to the geographical location of the destination. This means if we receive a payment or a payment instruction after the cut-off time, we will treat this as received by us on the following working day. If we receive a payment or a payment instruction on a day that is not a working day, we will treat this as received on the next working day.

Cut-off times vary for different types of payment and for different ways in which the payment is requested. Information about cut-off times for each type of payment is set out in the table in clause 1 and in clauses 2 to 4 of Part C of Section 1 of the General Terms. Instructions you give us by post will be deemed to be received by us when we open your letter, provided they are in accordance with our conditions for the execution of payments.

5.3 The maximum execution time (the time it takes for the payment to reach the recipient's bank), is set out in the table in clause 1 and in clauses 2 to 5 of Part C of Section 1 of the General Terms. The time at which this begins will depend on whether your payment instructions were received before or after the cut-off time as well as whether your payment instructions were received in accordance with our conditions for the execution of payments or otherwise.

5.4 Where you have instructed us to make a same-day value payment, we will begin processing the instructions, provided these instructions are in accordance with our conditions for the execution of payments, when they are received and you cannot cancel your instructions once these have been processed. We may apply a charge for cancellation of payment instructions. Details of any such charge may be obtained from our website, or from the Bank's General Tariff Notice in our branches.

5.5 If you instruct us to make a future-dated payment, we will process the payment on the date you specify. In this case, you may cancel your instructions as detailed in the table in clause 1 of Part C of Section 1 of the General Terms depending on the type of payment and channel used. A charge for any such cancellation may apply. Details of any such charge may be obtained from our website, or from the Bank's General Tariff Notice in our branches. We will carry out future-dated transactions on the working day following the indicated date of transaction if the date indicated for the transaction is not a working day. Unless otherwise stated in any Specific Conditions, such transactions will not be carried out on another day if the available balance held on the date when the transaction is to be effected is insufficient.

5.6 If you wish to cancel a recurring card payment, you must arrange this with the retailer.

5.7 After any time limits for cancellation referred to in this clause have expired, you may only cancel your instructions if we agree and is possible. A charge may apply. Details of any such charge may be obtained from our website, or from the Bank's General Tariff Notice in our branches.

### B.6 Third Party Providers (TPPs)

We will also accept instructions from Payment Initiation Service Providers (PISP) and Account Information Service Providers (AISP) (each a "TPP") that you have given explicit consent to as we are legally required to do.

6.1 You may opt to initiate a payment via a PISP instead of using a debit or credit card. When you choose this option, you agree to share your bank credentials with the PISP. The PISP then initiates the payment on your behalf and we will then execute the payment and debit the account you hold with us. Under current payment services legislation, a PISP must:

- Have a PISP licence in their home country, and get passporting rights to operate in other European host countries.
- Initiate payments in connection with the provision of the payment initiation service.
- Ensure that your personalised security credentials are not accessible to any other parties, and that they are transmitted through safe and efficient channels.
- Ensure that any other information about you, obtained when providing payment initiation service, is only provided to the payee and only with your explicit consent.
- Ensure that every time a payment is initiated, that communications between all parties are conducted in a secure way.
- Refrain from storing sensitive payment data related to you.
- Refraining from requesting any data other than that which is necessary to provide the payment initiation service, from you.
- Refrain from using, accessing or storing any data for purposes other than for the provision of the payment initiation service as explicitly requested you.
- Refrain from modifying the amount, the recipient or any other feature of the transaction.

6.2 With your consent, an AISPs may offer you a view of multiple accounts in a single place by providing you with account aggregation services across different banks within the EEA. This means that you can have access to a comprehensive, aggregated view of your payment accounts via a single portal. Under current payment services legislation, an AISP must:

- Have an AISP licence in their home country, and get passporting rights to operate in other European host countries.
- Provide services only based on the customer's explicit consent.
- Ensure that your personalised security credentials are not accessible to other parties, and that, when they are transmitted by the AISP, it is done through safe and efficient channels.
- Identify itself at each session to us and to securely communicate with us and you.
- Access only the information from the designated payment accounts and associated payment transactions.

- Refrain from requesting sensitive payment data linked to the payment accounts.
- Refrain from using, accessing and/or storing any data for purposes other than for performing the account information service explicitly requested by you, in accordance with data protection rules.

6.3 We may deny a TPP access to an account where there are justified and evidenced reasons relating to unauthorised use or fraudulent activities by that TPP. Before doing so, we will inform

you that we intend to deny access and will give reasons for doing so, unless it is not reasonably practicable to do so, in which case we will inform you immediately afterwards. In either case, we will inform you in the manner in which we consider most appropriate in the circumstances and will not be obliged to inform you, where doing so would compromise our reasonable security measures or otherwise be unlawful. In the event we deny access to a TPP we are also required to notify the MFSA and/or any other Regulator who may be responsible for this task.

## Part C

### C.1 Internal Transfers, Bill Payments, Electronic Funds transfers, Standing Orders and Inward Payments

Payment Type	How you can request or receive a payment	General cut-off time	Maximum execution time*	Normal execution time**	Can you arrange for a payment to be sent on a future date?	Can you cancel a payment?
Internal transfers (i.e. transfers between accounts held with us)	PIB Mobile Banking App	22:00 hours	Immediate	Immediate	Yes	Payment instructions for <b>immediate execution</b> cannot be cancelled after having been processed. <b>Future-dated</b> payments may be cancelled at the latest by the end of the working day preceding the agreed day for execution.
	HSBCnet/HSBCnet Mobile	22:00 hours	Next working day – 'working day' here means Monday to Friday	Immediate		
	PBS	20:00 hours	Immediate	Immediate		
	BTB	20:00 hours (for automated service) 16:00 hours (for call centre agent service)	Immediate	Immediate		
	ATM	As advised on the ATM fascia	Immediate: for transfers between any accounts held with us (excl. credit card accounts)  1 working day: for transfers from deposit accounts to a credit card account	Immediate: for transfers between any accounts held with us (excl. credit card accounts)  1 working day: for transfers from deposit accounts to a credit card account		
	Branch	Closing times of Branches' opening hours as appearing on our website (www.hsbc.com.mt) and branches	Immediate	Immediate		

Payment Type	How you can request or receive a payment	General cut-off time	Maximum execution time*	Normal execution time**	Can you arrange for a payment to be sent on a future date?	Can you cancel a payment?
<b>Bill Payments</b>	PIB/HSBCnet/HSBCnet Mobile Banking App	21:00 hours	Immediate	Immediate	Yes	Payment instructions for <b>immediate execution</b> cannot be cancelled after having been processed. <b>Future-dated</b> payments may be cancelled at the latest by the end of the working day preceding the agreed day for execution.
	PBS	21:00 hours	Immediate	Immediate		
	BTB	21:00 hours (for automated service) 16:00 hours (for call centre agent service)	Immediate	Immediate		
	Branch	Closing times of Branches' opening hours as appearing on our website (www.hsbc.com.mt) and branches	Immediate	Immediate		
<b>SWIFT Payments</b>	PIB/HSBCnet/HSBCnet Mobile Banking App	14:00 hours	Next Working day (EUR, GBP, USD, CAD and other EEA currencies/countries within EEA)	Same working day – for payments made in EUR,GBP, USD and CAD	Yes	Unless expressly indicated that payment is not to be processed same day, payment instructions cannot be cancelled after having been processed.  <b>Future-dated</b> payments may be cancelled at the latest by the end of the working day preceding the agreed day for processing.
	Branch	Closing times of Branches' opening hours as appearing on our website (www.hsbc.com.mt) and branches	2 working days (other currencies)	Next working day – for all other currencies		
	Post	13:30 hours				
Payment Type	How you can request or receive a payment	General cut-off time	Maximum execution time*	Normal execution time**	Can you arrange for a payment to be sent on a future date?	Can you cancel a payment?
<b>SEPA Payments</b>	PIB	12:30 hours	Next working day	Same working day	Yes	<b>Future-dated</b> payments may be cancelled at the latest by the end of the working day preceding the agreed day for execution.
	HSBCnet	12:30 hours	Next working day	Same working day		
<b>Target 2 payments (Same Day only)</b>	Branch only	Closing times of Branches' opening hours as appearing on our website (www.hsbc.com.mt) and branches	Same working day	Same working day	No	Payment instructions cannot be cancelled after having been processed.
<b>Inward Payments</b>						
<b>Same Currency</b>	N/A	15:30 hours	Same working day	–	N/A	<b>N/A</b>
<b>Cross Currency</b>	N/A	13:45 hours	Within 4 working days – where we effect a currency conversion	–	N/A	<b>N/A</b>

\* For paper initiated payment transactions, the maximum execution time may be extended by a further working day.

\*\* The Normal Execution Time refers to the time it normally takes us to execute payment instructions and which on certain occasions may be shorter than our Maximum Execution Times. We will strive to execute payments within the Normal Execution Times but sometimes we may not be able to do so, in which case we will execute payment instructions within the Maximum Execution Times advised unless there is any event or circumstance beyond our control which prevents us from acting within the Maximum Execution Times.

## C.2 Direct Debits

2.1 To set up an HSBC Direct Debit you must complete a direct debit mandate using the form that we provide to you when requesting a particular product or service provided by us or by any other HSBC entity established in Malta.

2.2 To set up a SEPA Direct Debit (Core) you must complete a direct debit mandate in accordance with the form and containing the information required by SEPA direct debit scheme rules. You will provide the mandate to the recipient (i.e. creditor) and the recipient will send us payment requests for the debiting of your account on the basis of that mandate. We reserve the right not to pay any SEPA Direct Debit (Core) if the SEPA Direct Debit (Core) mandate is not in accordance with the account instructions you hold with us.

2.3 To set up a SEPA Direct Debit (B2B) you must be an individual, entity or any other organisation and you are operating your accounts with us on a business or professional (not personal) basis. You must complete a direct debit mandate in accordance with the form and containing the information required by SEPA direct debit scheme rules. You will provide the mandate to the recipient (i.e. creditor) but before we can accept any such mandate you must provide us with a signed copy of the mandate at least two working days before due date of the first collection. We will check that your account is eligible to pay any SEPA Direct Debit (B2B) presented to your account and that the SEPA Direct Debit mandate is signed in accordance with the account mandate. We reserve the right not to accept any mandate and therefore not pay any SEPA Direct Debit (B2B) if your account is not eligible to pay any SEPA Direct Debit (B2B) or the SEPA Direct Debit (B2B) mandate is not signed in accordance with the account instructions that you hold with us.

2.4 For further information as to how we process SEPA Direct Debits (whether Core or B2B) and further details in particular on how we deal with reversals, refunds, collections and returns of SEPA Direct Debits, please refer to the SEPA Direct Debits Core and B2B Schemes Information Sheet available on our website ([www.hsbc.com.mt](http://www.hsbc.com.mt)) or from any of our branches.

2.5 A Legacy Direct Debit mandate will be considered valid and we will still rely and act on such mandate in terms of the SEPA Direct Debit (Core) Scheme provided this mandate allows for the unconditional refund of payments backdated from the date of the

(refunded) payment. We reserve the right not to pay any Legacy Direct Debit mandate if the Legacy Direct Debit mandate is not in accordance with the account instructions you hold with us.

2.6 The payment will be deducted from your account and received by the recipient's bank on the value date indicated by the recipient or the recipient's bank.

2.7 If you wish to cancel or amend any direct debit instructions (whether HSBC Direct Debits, SEPA Direct Debits (Core) or SEPA Direct Debits (B2B)) you must inform us either by calling at any one of our branches, via PBS/BTB, PIB, HSBC*net* or Mobile Banking App at least one working day before due date for payment. Any dispute regarding a cancellation of a direct debit mandate will need to be resolved by you directly with the relevant creditor.

You should also tell the creditor about your intention to cancel or amend the direct debit instruction.

2.8 We are at liberty to either refuse to effect payment or to reverse a payment if your bank account/s with us do not have sufficient funds to meet any direct debit amount. Charges levied by us due to insufficient funds shall be debited to your account/s.

## C.3 Cash withdrawals

3.1 You can withdraw cash from your account over a branch counter or from a self-service machine that allows cash withdrawals if you have a card.

3.2 A charge will be deducted from your account for foreign currency banknotes withdrawn from your foreign currency account. We will tell you about this charge when you open your account and also when you make the withdrawal request.

3.3 Cash withdrawals by debit card from our ATMs in Malta and Gozo will be deducted from your account on the same day. However, cash withdrawals by credit card from our ATMs in Malta and Gozo will be deducted from your account within two working days. Please see the Card Standard Account Fees brochure for charges that will apply. For cash withdrawals made from other banks' self service machines, we will deduct the withdrawal from your account once we receive details of the payment from the relevant card schemes or from other banks. For cash withdrawals at self-service machines the amount of any cash withdrawal made in a currency other than euro will be converted into euro.

3.4 For withdrawals over the counter at branches, you must provide an item of identification acceptable to us (such as an identity card or passport).

3.5 We will deduct cash withdrawals made over the counter at one of our branches from your account on the same day. For foreign currency accounts, this may be the next working day. You can use your card for withdrawals over our counters.

#### C.4 Payments In

4.1 You can deposit cash and/or cheques over the counter at one of our branches or, if you have a card issued by us, at one of our self-service machines that allows deposits. If you fall under our eligibility criteria, Business Customers may also utilise the services of a security courier which would have been previously approved by us ('Bank-approved courier'<sup>3</sup>) and with whom you agree to have deposits collected directly from your premises and delivered to us. You must not send cash to us by post.

4.2 When deposits are made, whether by means of a deposit machine or through a Bank-approved security courier, we may verify the contents of the deposit envelopes or deposit bags under controlled conditions. In the event of a discrepancy between the contents and the amount written on the envelope/accompanying deposit voucher and/or entered on the deposit machine, our count will, except in the case of manifest error, be taken as the correct amount of the deposit.

4.3 If you choose to make a deposit through a self-service machine you can only use a machine belonging to HSBC Bank Malta p.l.c.

4.4 We reserve the right to –

- postpone payment of cheques drawn against uncleared effects which may be credited to the account;
- claim refund and/or debit your account in respect of cheques/drafts/bills which are unpaid or lost in transit (without loss of exchange, where applicable) plus all charges or in case payment of cheques/drafts/bills is subsequently countermanded; and

- claim refund from you of, and/or immediately debit from your accounts without prior notice, any monies that are paid by us into your account in error. You will be informed about any such debiting on our part on your next statement.

4.5 Payments In through our branches

4.5.1 If you deposit cash and/or cheques into your account over the counter at one of our branches, it will be credited to your account and available for you to withdraw:

- in the case of cash, immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the same day; and
- in the case of cheques, after we verify, process and clear your deposit.

4.6 Payments In through our ATMs

4.6.1 For cash and/or cheque deposits into one of our deposit-enabled ATMs, both cash and cheques need to be deposited directly into the machine without the use of deposit vouchers or envelopes. Cash deposits will be credited to your account and available for you to withdraw immediately. Provided you pay in before the cut-off time displayed on the machine, cheque/s deposits will be credited to your account and available for you to withdraw after the machine is opened and we receive, verify and process your deposit. This will be considered to be the time of receipt of your deposit. If the cut-off time is missed, the cheque/s deposit will be processed on the next working day and this will be considered the time of receipt of your deposit.

4.7 Payments In through our deposit machines

4.7.1 For cash deposits into our deposit machines, you must use the appropriate HSBC cash deposit envelope duly completed with all the deposit details or a duly completed HSBC deposit voucher enclosed in the envelope. Provided you pay in before the cut-off time displayed on the machine, the cash will be credited to your account and available for you to withdraw after the machine is opened and we receive, verify and process your deposit. This will be considered to be the time of receipt of your deposit. If the cut-off time is missed, the cash deposit will be processed on the next working day.

<sup>3</sup>You may enquire about our list of Bank-approved security couriers by calling at any one of our branches, contacting us on (+356) 2380 8000 or where applicable, directly contacting your relationship manager. T&Cs may apply.



4.7.2 Deposits of foreign currency notes into your account held in a different currency will be converted at the HSBC exchange rate applicable when we receive the payment and then deposited into your account. If the foreign currency notes are being deposited into an account held in a different currency than those notes, a charge on the amount deposited is applicable. Details of any such charge are available on the Bank's General Tariff located at our branches or on our website.

4.7.3 For cheque deposits into our deposit machines, you must complete a deposit voucher which must be placed in the HSBC cheque only deposit envelope together with the cheque/s being deposited. Provided you pay in before the cut-off time displayed on the machine, the cheque/s will be credited to your account and available for you to withdraw after the machine is opened and we receive, verify and process your deposit. This will be considered to be the time of receipt of your deposit. If the cut-off time is missed, the cheque/s deposit will be processed on the next working day (the 'deemed day of deposit'), and we will then be considered to be in receipt of the money not later than the end of the second working day from the deemed day of deposit.

4.7.4 You cannot use one envelope to deposit a mixture of cash and cheques into your account. Separate HSBC deposit envelopes must be used.

4.8 Payments In through Bank-approved security couriers

4.8.1 The cut-off time for receipt of deposits is as detailed on our self-service machines. Terms (including terms regulating cut-off times for processing deposits) covering deposits delivered to us by a Bank-approved security courier will be communicated to you by the Bank-approved security courier appointed by yourself.

### **C.5 Transfers to credit card / third party accounts**

Funds may be transferred to credit cards and third party accounts through our ATMs in Malta. Such funds will be considered received by us once you successfully complete the transfer instructions on the ATMs. Any funds so transferred will, once the fulfilment of all conditions required by us in order to execute the payment have been met, be credited to the relevant credit card or third party account immediately after receipt by us.

### **C.6 Outward Transfers**

6.1 For outward transfers in any currency where both the payment service providers of the remitter and the beneficiary are located in the EEA, the remitter shall pay the charges levied by his payment service provider and the beneficiary shall pay the charges levied by his payment service provider. This provision shall also apply to countries outside the EEA, unless otherwise instructed by you.

6.2 We reserve the right to draw outward transfers on a different bank from that specified by the remitter if operational circumstances so require.

6.3 Because of regulatory requirements in certain countries and/or other payments industry requirements, when transmitting funds overseas, we may be required to include, in addition to the remitter's name, details such as remitter's account number, address, and purpose of the transfer. Omission of requested details may result in processing delays at the beneficiary bank or return of funds.

6.4 In the case of outward transfers which are routed directly to the beneficiary's payment service provider or via our main correspondents, you are warned that funds may become attached or blocked under prevailing local, US and/or international sanctions. Remission of funds will therefore be made on the remitter's sole responsibility.

6.5 We reserve the right to debit the remitter's accounts with any penalty fee claimed by the processing banks when, due to the lack of the required data or incorrect format of the IBAN / BIC / SWIFT Codes / Local Clearing Bank Codes, etc., the outward transfer could not be effected by Straight Through Processing (STP).

6.6 We may place a temporary hold on the remitter's account for the payment amount (or equivalent) plus charges of the credit transfer from the time of processing up to the time the payment order is transmitted and the actual debit is effected.

6.7 Outward transfer instructions for immediate execution cannot be cancelled after having been processed. Requests for cancellation of future-dated outward transfers may be made by latest the end of the working day preceding the agreed day for execution. If payment has already been processed, we may need

to recall the funds from other payment service providers. The payment service providers involved in the payment transaction may levy a charge for such requests. Details of any charge levied by us for cancellation may be obtained from our website, or from the Bank's General Tariff Notice in our branches.

6.8 We may, but shall not be obliged to, accept without seeking your prior consent, to honour cheques drawn on any of your accounts even if there is insufficiency of funds in the account on which any such cheque is drawn. In case of insufficiency of funds, you agree that we shall be entitled to debit any account you may hold with us, whether in your sole name or jointly with others<sup>4</sup>, with any amount that is necessary to cover payment of any cheque drawn on your account. For other details on the treatment of cheques, please see the Current Account and Savings Account Terms and Conditions.

### **C.7 Availability of Funds on Receipt of Payment**

7.1 When you are in receipt of funds we will credit such funds on the working day on which we receive the relative funds provided it is a working day. We will place these funds at your disposal immediately thereafter. If funds are received on a day which is not a working day the funds will be available to you on the next working day. We reserve the right to claim refund from you, and/or immediately debit from your accounts without prior notice, any monies that are paid by us into your account in error. You will be informed about any such debiting on our part on your next statement.

7.2 When we receive a payment for your account in a foreign currency, we may, but are not obliged to, seek instructions from you on whether you would like to convert it into the currency of your account or otherwise. When we seek your instructions, we will wait for your instruction until 13:30 hours of the fourth working day from receipt of the payment. Where we effect a currency conversion, we will use the prevailing exchange rate at the time we process the payment.

### **C.8 What we'll do if payments are made into your account by mistake**

8.1 When you are in receipt of funds from a bank within the EEA which the payer says that such funds were received into your account by mistake, we are legally required to share all relevant information, including your name and address and transaction information, with the bank that the payment came from, if they ask us, so that the payer may contact you directly.

## **Part D**

### **D.1 Joint Accounts**

1.1 Where the account/s in question is/are joint account/s, a reference in the Terms to "Customer" or "you" shall be deemed to mean all and each of the joint account holders. All of you shall be bound by the Terms and be jointly and severally liable for all the transactions and dealings effected by using any of our products or services.

1.2 Where any one of the joint account holders subscribes or has already subscribed to PIB, all joint account holders agree that all joint accounts held in the name of such joint account holders can be operated only on an "either to sign" basis. As a joint account holder/s, you agree that any one of the joint account holders may transfer funds from any such joint account and open a new joint account in the same joint names on an "either to sign" basis without the specific consent of the other joint account holders.

1.3 Except as provided in clause 1.2 of Part D of Section 1 of the General Terms, you may give us notice of cancellation of an "either to sign" authority at any time. Upon receipt by us of such notice any further transactions, including payments by standing order or direct debit, will need the authority of you all. You must also return any unused cheques and cards. You and your joint account holder/s will no longer be able to operate such joint account/s on PIB or the Personal Mobile Banking App on our receipt of a notice of cancellation of an "either to sign" authority by anyone of the joint account holders.

1.4 We may disclose to any of you any information we hold about the account(s) including historical statement information.

<sup>4</sup>However, in case where you hold account/s jointly with others, we shall only debit if you have the authority to operate such account/s independently from the other account-holder/s.

1.5 If your account is in your joint names we can only issue a debit card to a person authorised by all of you to operate the account alone.

## D.2 Intermingling of Funds

2.1 Any personal accounts you may have opened are to be used solely for personal purposes, and all business accounts, both newly opened or converted from a personal account, are to be used solely for business purposes.

## D.3 Statements

3.1 If you have subscribed to PIB your account statements will henceforth be sent to you electronically. On statement due date you will receive a message via PIB informing you that your statement is available. You will need Acrobat® Reader (version 3.0 or above) to view, save or print your statement. In the event that you do not have this software on your PC, you may download it free of charge from [www.adobe.com](http://www.adobe.com). If you prefer the traditional method of us mailing to you paper statements you may deselect the e-statement option. Paper statements, for joint accounts, will be received if any party to a joint account has not registered for PIB/HSBCnet or if any party deselects the e-statement option.

3.2 If you have subscribed to HSBCnet, your account statements will henceforth be sent to you electronically. Statements can be downloaded from HSBCnet from the next calendar day following statement due date and remain available for you on HSBCnet for 12 months from the statement due date. You will need Acrobat® Reader to view, save or print you statements. If you prefer paper statements, please inform us by sending us a message through HSBCnet or by calling us on BTB.

3.3 If you have not subscribed to PIB or HSBCnet and unless you inform us that you wish to receive paper statements more frequently, we will send you paper statements for each account at least once a year.

3.4 If one or more payments have been made from or to your account in any month and you would not normally receive a statement that month because, for example, you receive

statements every year, you can contact us to provide you, free of charge, with a statement for that month in the way you usually receive statements.

Also, if you require details about a particular payment transaction/s from or to your account effected during a particular month, you may also contact us, to provide you, free of charge, with a payment advice for that particular transaction/s. Requesting additional statements or more than one copy of a payment advice already issued may attract a charge – see the Bank's General Tariff.

3.5 If an incorrect entry on your account is identified, we will correct it. If we do this on the same day the incorrect entry was made, the details may not show on your statement.

## 3.6 Balance information

3.6.1 We may provide you with details of –

- the balance on your account. This may include transactions that are still being processed and so may be subject to change. It may not include the amount of any overdraft you have.
- the available balance on your account. This includes the amount of cleared funds in your account together with the amount of any overdraft you have.

3.6.2 Your account and the transactions passing through it may be affected by a court order. If so, we may be obliged to deposit money in Court and transactions may not be processed or may be reversed.

## D.4 Fraud Prevention

4.1 We carry out certain checks on transactions on your account as part of our fraud prevention measures. We may contact you by post, telephone (including mobile phone), email, mobile messaging or, if you are registered for PIB, secure e-message, to inform you that there may be suspicious activity on your account, or we may leave a message asking you to call us as soon as possible. In respect of certain payments made through PBS/BTB or PIB/HSBCnet, if you do not reply to us, we will assume you have not authorised the transaction and it will not be processed. For payments made using your card, we may send you a text message

or contact you by phone if we suspect fraudulent activity as soon as such transaction has been authorised. This will not prevent you from later disputing that you authorised the transaction.

4.2 We and other members of the HSBC Group are required to act in accordance with the laws and regulations and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. We or any other member of the HSBC Group may, without any liability, take whatever action we consider appropriate to meet any obligations, either in Malta or elsewhere in the world, relating to the prevention of fraud, money laundering and terrorist activity and the provision of financial and other services to persons who may be subject to sanctions. We or any other member of the HSBC Group may also, without any liability, take whatever action we consider appropriate in case we know or suspect a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the accounts or the products/services generally. Any such action may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfers of funds) and investigating the source of or intended recipient of funds. It may also include making enquiries to establish whether a person is subject to sanctions. Exceptionally, this may delay the carrying out of your instructions or the receipt of cleared funds but, where possible, we will advise you of the reasons for and likely length of any delay. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.

4.3 Neither we nor any other member of the HSBC Group shall be responsible to you or any third party for any loss (whether direct, indirect, consequential or otherwise) or damage incurred as a result of us or any other member of the HSBC Group taking the actions set out in clause 4.2 of Part D of Section 1 of the General Terms.

## D.5 Responsibilities

### 5.1 Making payments

5.1.1 We will make payments based on the information we require you to provide us as set out in clause 2 of Part A of Section 1 of the General Terms. If you provide us with incorrect information or otherwise, we will not be responsible if the payment is not made, delayed or made incorrectly and any exchange loss arising on account of any such rejection, delay or incorrect payment will be applied to your account. If you ask us, we will make reasonable efforts to recover an incorrect payment. A charge may apply. Details of charges levied by us may be obtained from our website, through PIB or from the Bank's General Tariff Notice in our branches.

5.1.2 If you provide us with extra information to that specified by us as required, we will only be responsible for making the payment based on the information we have told you we require.

5.1.3 For payments to another bank account, we will make sure payments are sent to the recipient's bank. It is the recipient's bank's responsibility to make sure the payment is correctly and timely credited to the bank account of the recipient in accordance with law, regulation or any applicable rulebook or industry guidance.

5.1.4 If you have instructed us to make a payment, we are responsible for it being made correctly. We will however no longer be responsible to you if we can prove to you, or the recipient's bank (as appropriate), that the payment was received by the recipient's bank within the timescales for executing payments set out in the table in clause 1 and in clauses 2 to 4 of Part C of Section 1 of the General Terms. Where we can prove this, the recipient's bank will be responsible to the recipient for making available the payment and crediting the recipient's account as appropriate.

5.1.5 If a payment has been made incorrectly or we fail to prove the payment you authorised was received by the recipient's bank as required by clause 5.1.4 of Part D of Section 1 of the General Terms, we will, without undue delay, refund your account with either –

- the amount of the payment; or
- in the case of an overpayment, any excess amount incorrectly deducted so you do not incur any loss, and we will also restore your account to the position it would have been in had the incorrect payment or overpayment not been made, for example, by refunding any charges or interest as appropriate. We will not do this if the circumstances giving rise to the incorrect payment transaction were due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

5.1.6 If you ask us, we will make immediate efforts to trace a payment you had instructed us to effect whether as payer or as payee, and will tell you the outcome. A charge may apply. Details of charges levied by us may be obtained from our website, or from the Bank's General Tariff Notice in our branches.

5.1.7 If an outward transfer you asked us to make within the EEA is executed late you can ask us to contact the receiving bank and ask them to treat the transfer as if has been made on time.

## 5.2 Payments initiated by you as recipient

5.2.1 Where a payment order is initiated by you or through you as recipient, we shall ensure the correct transmission of your payment order to the payer's bank within the limits agreed in clause 5 of this Part B of Section 1 of the General Terms. In the case that we transmit this payment incorrectly or fail to transmit such payment order, we will immediately, that is after we become aware of this, retransmit your payment order to the payer's bank.

5.2.2 If you ask us, we will make immediate efforts to trace a payment you instructed us to effect whether as payer or as payee, and will tell you the outcome. A charge may apply. Details of charges levied by us may be obtained from our website, or from the Bank's General Tariff Notice in our branches.

## 5.3 Refunding pre-authorised payments such as direct debits

5.3.1 (a) If you authorise a transaction and the following conditions apply –

- the exact amount of the payment is not specified when you give your authority; and

- the amount of the payment exceeds the amount you could reasonably have expected to pay, taking into account your previous spending pattern, the Terms and all other circumstances (but not fluctuations in the exchange rate), then,

provided you ask for a refund within eight weeks of the payment being charged to your account, we will refund your account with the full amount of the payment. No refund will be made if you have agreed with us for the particular payment to be made and, where appropriate, details of the payment are provided or made available to you by any means at least four weeks before the payment is made from your account.

5.3.1 (b) If you have set up a SEPA Direct Debit (Core) or a Legacy Direct Debit with a creditor, provided you ask for a refund within eight weeks of the direct debit payment being charged to your account, we will refund your account with the full amount of the payment.

5.3.2 The above clause 5.3.1 (a) and (b) shall not be applicable to you if you have set up a SEPA Direct Debit (B2B) with a creditor, and in such case no refund may be claimed by you for any SEPA Direct Debit (B2B) payment already made from your accounts.

5.3.3 You must provide us with any information we request which is reasonably required to allow us to verify the conditions set out in clause 5.3.1 of Part D of Section 1 of the General Terms.

5.3.4 We will either make a refund or provide you with our reasons for refusing your request within 10 working days of either receiving your request for a refund, or receiving the information referred to in clause 5.3.3 of Part D of Section 1 of the General Terms.

## 5.4 Unauthorised transactions

You must read your statements carefully on receipt or when they are available online. To help us prevent fraud, you must tell us immediately by calling us on (+356) 2380 2380 for personal customers or (+356) 2380 8000 for business customers or (+356) 2380 2389 for Fusion customers (and, if we so require, confirming your call in writing) if you do not recognise any transaction shown on your statement or if you think any payment you have authorised has been executed incorrectly. If you do not tell us promptly (at the latest within 13 months of the date the transaction was deducted from your account), you may not be entitled to have

any errors corrected. You must provide us with such evidence and other information as we may require to prove that the payment in question was unauthorised. Where we are required to do so, by the following business day we will credit your account with the amount claimed, whilst the investigation takes place, reserving the right to re-debit the monies should the payment prove to be authorised. We may either refund you the full amount of the relevant payment, or notify you that the claim for refund has been rejected. A charge may apply. Details of charges levied by us may be obtained from our website or from the Bank's General Tariff Notice in our branches.

### 5.5 Liability for unauthorised transactions

5.5.1 Subject to clauses 5.5.2 to 5.5.5 of Part D of Section 1 of the General Terms, in the case of unauthorised payment transactions resulting from the use of your lost or stolen card or on account of your failure to keep safe your personalised security features, we will be responsible for any loss that you tell us about in accordance with clause 5.4 of Part D of Section 1 of the General Terms, except for the first €50 which shall be borne by you. If we suspect fraud or that you have been grossly negligent, we will investigate the transaction and will only be responsible if/when we have concluded that there has been no fraud and you have not been grossly negligent whereupon we will immediately refund the amount of the unauthorised transaction, less the first €50 as stated above, and any resulting interest and charges. We will have no further liability to you.

Where the unauthorised payment transaction/s stated above takes place in a currency of a non-EEA State, you will be liable for the full amount of the unauthorised transaction/s which take place until the time you notify us.

5.5.2 You will be responsible for all losses if you act fraudulently or if you allowed another person to use your card or your account.

5.5.3 You will be responsible for all losses arising from unauthorised transactions on your account as a result of –

- you acting fraudulently, or
- you intentionally or with gross negligence fail to use your card, PBS/BTB, Mobile Banking App and/or PIB/HSBCnet in accordance with the Terms (including keeping safe your card, PIN or any other security or personalised details), or

- you intentionally or with gross negligence fail to notify us of the loss or theft of any card, PIN, or other security or personalised details.

5.5.4 Unless you have acted fraudulently, you will not be responsible for any losses in respect of an unauthorised transaction –

- if someone uses your card before you receive it, or
- if your card has been used to purchase goods via the telephone, via the internet or mail order, or you have purchased goods or services via PIB/HSBCnet, Mobile Banking App or PBS/BTB, or
- after you have notified us of the loss or theft of your card or security details, or
- if we have failed to provide the facilities for you to enable you to report to us that your card or any security details have been lost or stolen.

5.5.5 We will not be responsible to you –

- i. if we fail to comply with any of the terms in Section 1 of the General Terms –
  - due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
  - where our failure to comply is due to our obligations under EC or Maltese Law;
- ii. if a retailer, merchant, or other person or any self-service machine refuses or is unable to accept your card;
- iii. as regards the manner and mode in which any such refusal or non-acceptance is conveyed to you.

### 5.6 Payments into your account

5.6.1 We can only accept responsibility for payments into your account after we have received and checked them. We will make the amount of the payment transaction at your disposal immediately after crediting your account with us.

5.6.2 In case of SWIFT payments, the funds that are due to be credited or have been credited to your account may be held by

the intermediary bank. Should such funds remain unpaid by the intermediary bank, you agree that we are entitled (i) not to credit funds until such funds are received from the intermediary bank; or (ii) to debit your account with any amount that has been previously credited to your account. Consequently, the fact that you have been able to see these funds is not a guarantee they will be paid into your account.

5.6.3 If you pay two or more items into your account using a paying-in slip, you must take care to add these up correctly on the paying-in slip. If, when we process the payments-in, we notice that the total amount of the items is added up incorrectly on the paying-in slip and the difference is over €1, we will add the correct amount to your account. We will tell you we have done this. If the difference is €1 or less we may not carry out the correction or tell you.

5.6.4 If a payment is fraudulently or mistakenly paid into your account, the amount of the payment may subsequently be deducted. This may happen even if the funds are included in the balance of your account, you have used them to make a payment, have transferred or withdrawn all or part of them. If the deduction of the payment from your account would either result in your account being overdrawn or exceed an existing overdraft limit, we will treat this as overrunning. Overrunning is subject to specific terms and conditions – please see the respective Account Terms or the Card Conditions of Use for further details.

### 5.7 Force Majeure

We shall not be responsible to you for any loss (whether direct, indirect, consequential or otherwise) or damage you may incur if we, or any of our agents or correspondents are prevented from or delayed in providing you with any banking or other services caused by circumstances beyond our reasonable control, including but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the Terms and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

## D.6 Changing the Terms

### 6.1 General Information

6.1.1 For products or services that you have which contain particular terms that are meant to be fixed, please see the Specific Conditions for information on the circumstances in which we may make changes to those terms. If there is a conflict between this clause 6 or clauses 7 to 11 of Part D of Section 1 of the General Terms and those Specific Conditions, the Specific Conditions will apply.

6.1.2 When we tell you about a change, we may do this by post, e-mail, secure e-message, a message on your statement, or in any other way that will be sent to you individually.

## D.7 Interest and Exchange rate changes

### 7.1 Changing interest rates that apply to money you have borrowed from us

7.1.1 Our interest rates that apply to money you have borrowed from us are based on the Bank's base rate plus a margin that is set by us. Information about our current base rate is available on our website, by telephoning us on (+356) 2380 2380 for personal customers or (+356) 2380 8000 or (+356) 2380 2389 for Fusion customers for business customers or by calling at any of our branches.

7.1.2 We can change our interest rates in the following manner:

- If the change is favourable to you, by immediately applying such change but putting a notice in our branches and on our website or in the national press at the earliest opportunity.
- All other changes are effected by giving you 60 days' advance individual notice in the manner provided in clause 7 of Section 2 of these General Terms. We will also put a notice in our branches and on our website or in the national press.

7.1.3 We may also apply interest rates that are based on a reference interest rate plus a margin that may be applied by us. We will tell you specifically when we base our interest rates on a

reference interest rate. In such case, when the reference interest rate changes, our interest rates will change to reflect such a change. Any such change will take place immediately; however we will give you notice periodically (at least on an annual basis) in the manner provided in clause 7 of Section 2 of these General Terms.

## 7.2 Changing interest rates that apply to money you have with us in your account

7.2.1 Interest rates that apply to money you have with us are set by us. Information about our current interest rates is available on our website, by telephoning us on (+356) 2380 2380 for personal customers or (+356) 2380 8000 for business customers or (+356) 2380 2389 for Fusion customers, by sending us an e-secure message using PIB or the Mobile Banking App or HSBC*net* or by calling at any of our branches.

7.2.2 We can change our interest rates on accounts denominated in euro or in other EEA currencies in the following manner:

- If the change is favourable to you, by immediately applying such change but putting a notice in our branches and on our website or in the national press at the earliest opportunity.
- All other changes are effected by giving you 60 days' advance individual notice in the manner provided in clause 7 of Section 2 of these General Terms. We will also put a notice in our branches and on our website or in the national press.

7.2.3 We can apply changes to our interest rates on accounts denominated in currencies other than EEA currencies immediately. We will however inform you of such changes by either sending a notice to you or by putting a notice in our branches or in the national press.

## 7.3 Changing exchange rates

7.3.1 Information about our exchange rates is available on our website, by telephoning us on (+356) 2380 2380 for personal customers or (+356) 2380 8000 for business customers or (+356) 2380 2389 for Fusion customers or by calling at any of our branches.

7.3.2 Our exchange rates are either based on exchange rates that come from a publicly available source (such as rates set by a card scheme) or are our exchange rates which we make available in our branches or on our website. Exchange rates which are established by us or that are derived from publicly available sources may change at any time. Any such change will take place immediately.

## D.8 Other Changes to the Terms

8.1 We may make changes to Section 1 of the General Terms, including changes to any charges in the price list and changes to the basis on which we charge for operating/providing product(s)/service(s), by giving you at least 60 days advance individual notice.

8.2 We may make any other changes to the Terms, including changes to the basis on which we charge for operating/providing product(s)/service(s), in the following ways –

- if the change is favourable to you, by, within 30 days of the change, telling you about it personally or putting notices in the national press or on our Rates and Charges Notices in our branches; and
- if the change is not favourable to you, by giving you at least 60 days advance personal notice.

## D.9 Reasons for Making Changes

We may make any change to the Terms under clauses 6 to 8 of Part D of Section 1 of the General Terms for all or any of the reasons set out in this clause 9 of Part D of Section 1 of the General Terms that apply –

- If the change is favourable to you.
- Following, or in anticipation of, and to reflect a change in relevant law or regulation or to reflect a change in industry guidance or code of practice or good banking practice.
- To enhance the security of our systems with respect to the product or services we offer you.
- To reflect the making of a relevant recommendation, requirement or decision of any court, regulator or similar body.
- To reflect the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you.



- To make the Terms clearer.
- To reflect any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation.
- To reflect any change in the base rate, or any rate that replaces it, as set by the European Central Bank or by any bank that takes over responsibility for setting such a rate (or the equivalent rate set by the relevant country's central bank when dealing with foreign currency).
- To reflect changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing accounts, services or facilities.
- To reflect any changes or anticipated changes in money market interest rates or the cost to us of money we lend.
- To improve the services we provide and to increase our charges to reflect the additional costs associated thereto.
- To reflect our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where we are not acting dishonestly, for an improper purpose, in a manner which inappropriately discriminates against a particular customer or as an unreasonable financial institution would.

#### **D.10 Other reasons for making changes to the extent the Terms do not apply for a fixed term**

To the extent the Terms do not apply for a fixed term, we may also make a change to the Terms under clauses 6 to 8 of Part D of Section 1 of the General Terms for any other valid reason that applies and that is not described in clause 9 of Part D of Section 1 of the General Terms. We will always give you individual notice of any such change.

#### **D.11 What you can do when we tell you about a change**

11.1 When we give you advance notice of a change we intend to make in accordance with clauses 6 to 8 of Part D of Section 1 of the General Terms, before the change takes effect, or for changes that are not favourable to you made in accordance with clause 8.2 of Part D of Section 1 of the General Terms up to 60 days after the

date of the notice to you, you may end any product or service in accordance with clause 12 of Part D of Section 1 of the General Terms. There will be no charge for this.

11.2 If you do not accept a change made under clauses 6 to 10 of Part D of Section 1 of the General Terms, then you must tell us before the change takes effect and we will treat this as notice from you to end this framework contract and terminate the relevant product/service. There will be no charge for this.

11.3 If you do not tell us that you want to end this framework contract, and if we do not hear from you before the date each change is to take effect, then you will be deemed to have accepted the change and it will take effect automatically.

#### **D.12 Ending this framework contract and terminating the relevant product/service**

12.1 Provided you have sufficient authority to do so, you can terminate any product or service with us that is governed by these General Terms at any time by writing or phoning us, by going into your local branch or via Mobile Banking App, PIB/ (you can only use PIB or Mobile Banking App if you have two or more accounts with us and the balance on your account is being transferred to another account with us). You must destroy any unused cheques and all cards issued to you by cutting them through the magnetic stripe appearing at the back. Any such termination will bring to an end this framework contract and the Terms in so far as they apply to the product or service being terminated.

12.2 You must repay any money owed to us before we close your account. If, after account closure, we pay any cheques you have issued or card transactions you have made or incur any charges relating to these, or you have pending investigations with us, you agree to repay us these amounts in full. Any charges levied by us on a regular basis will be refunded proportionately up to the time of the termination of the product or service.

12.3 We can close immediately any of your accounts and/or terminate any product or service we provide you and may cancel a card or suspend a card or restrict the right to use the card entirely or refuse to re-issue or replace a card and may refuse any request for authorisation for any particular card in the following situations –

12.3.1 if you have significantly broken any of the Terms or conducted any of your accounts in an unsatisfactory manner such as issuing cheques which are dishonoured or running unauthorised excesses; or

12.3.2 there has been or we suspect there has been fraud involving any of your accounts with us or any transactions on any of your accounts; or

12.3.3 if there has been or we suspect there has been suspicious activity on any of your accounts; or

12.3.4 if we have reasonable grounds for believing you have committed or are about to commit a crime in connection with any of your accounts; or

12.3.5 if you have not satisfied any money laundering requirements or any other related bank requirement; or

12.3.6 if we have demanded that you repay an overdrawn balance on any of your accounts to us and you fail to do so;

12.3.7 if you suspend payments of any of your debts or are unable to or admit inability to pay your debts as they become due;

12.3.8 any other event occurs or circumstances arise which in our opinion are likely to affect materially and adversely your ability to perform all or any of your obligations under or otherwise to comply with the Terms.

12.4 We will give you notice in writing after your account has been closed, by issuing an updated statement, under clause 12.3 of Part D of Section 1 of the General Terms whereupon the terms will be terminated and will no longer apply to these closed accounts. We will also provide you with a copy of your last full year's statement.

12.5 We may end any product or service we provide for any other reason by giving you at least 60 days written notice.

12.6 If you do not close the account/s by the time the closure of these account/s takes effect you agree that we will be entitled to repay any credit balance to you by mailing you a cheque at the last address you have notified us of.

12.7 If termination of a product or service takes place within the first six (6) months of taking any product or service from us, we

may charge you a fee for termination where such termination is either requested by you or made by us in terms of clause 12.3 of Part D of Section 1 of the General Terms. Where a fee has been levied in advance we will reimburse you proportionally. Details of any such charge are specified in the Card Standard Account Fees brochure in relation to the termination of any card, or in the Bank's General Tariff in our branches in relation to the termination of products or services (other than cards).

#### **D.13 Contacting Us**

Unless otherwise stated in the Terms, you may contact us by writing to us, phoning us on (+356) 2380 2380 for personal customers or (+356) 2380 8000 for business customers or (+356) 2380 2389 for Fusion customers,, sending us an e-mail at infomalta@hsbc.com or sending us a message through our PIB or Mobile Banking App or HSBC*net*.

## **Section 2 – GENERAL**

Section 2 contains terms of general application, including terms relating to how we will use your information, our right of set-off, transferring your account and transferring our rights and obligations.

### **1. Your Information**

#### **1.1 Privacy**

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

1.1.2 You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by terminating these services. If you do this, we'll stop using your data for this purpose, but may continue to process your data for other purposes.

1.1.3 Our Privacy Notice explains how we collect, use, disclose, transfer, and store your information and sets out your rights to your information. We have provided our Privacy Notice to you

separately and will inform you when we make any changes to it. You can also find this at [www.hsbc.com.mt](http://www.hsbc.com.mt) or you can ask for a copy in any branch.

## 1.2 Requests for Information

1.2.1 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:

- you might not be able to carry on doing some or all of your banking with us anymore;
- we might try to get the required information from another source, ourselves;
- we could block, transfer or close your account(s) and terminate any services we offer you; or
- we may take actions necessary for us or a member of the HSBC Group to meet any of our or any member of the HSBC Group's compliance obligations.

1.2.2 It is up to you to make sure the information you give us is accurate and up to date, and you must tell us if anything changes, within 30 days.

## 1.3 Miscellaneous

1.3.1 You undertake to comply with all applicable data protection laws. You confirm that all persons whose personal or other data is transmitted, processed or otherwise handled, have consented to such transmission, processing or other handling under the Terms and our Privacy Notice, in accordance with any applicable laws, or will do so prior to any such transmission, processing or other handling. Where you give us any information about another person connected to your account, you must tell them what information you have given to us, and make sure they agree that we can use it as set out in the Privacy Notice. You must also tell them how they can see what information we have about them and correct any mistakes as set out in the Privacy Notice. You agree to indemnify and hold us harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.

1.3.2 In order to be able to ensure that we carry out your instructions accurately, to help us to improve our service and in the interests of security, we may monitor and/or record your telephone calls with us and conversations we have with you in our branches.

1.3.3 We may disclose information about you and the conduct of your account to any person to whom we transfer or intend to transfer our rights and/or our obligations under the Terms.

1.3.4 Personal data in relation to transactions effected via SWIFT (Society for Worldwide Interbank Financial Telecommunications) may be required to be disclosed to the United States authorities in order to comply with legal requirements applicable in the United States for the prevention of crime.

## 1.4 Information about Products, Services and Promotions

1.4.1 Unless we receive an objection in writing from you, the HSBC Group may use and share relevant information about you, your transactions and your relationships with the HSBC Group to give you information about products, services (including mortgages) and promotions available from HSBC Group companies and those of selected third parties which may interest you by post, telephone, electronic and other means.

1.4.2 You have a right to object to receive information about any such products and services when you open an account.

1.4.3 The HSBC Group may also exchange, analyse and use relevant information about you in the way described above to ensure that promotional content displayed to you on screen when you log onto HSBC Group websites is more likely to be relevant and of interest. If you do not want us to use what we know about you to decide what we display to you on our websites please let us know.

## 2. Bearer Shares<sup>5</sup>

2.1 If you, or a shareholder owning or entitled to 10% or more of your issued share capital (whether direct or indirect, legal or beneficial) is a company incorporated in a country that permits the issuance of Bearer Shares, you confirm, and also confirm on behalf of any such shareholder in your company, that neither you nor such shareholder has issued any Bearer Shares and agree that neither you nor such shareholder will issue or convert any of your shares, or such shareholder's shares (as the case may be) to Bearer Shares without obtaining our prior written consent. You agree to tell us immediately if your company, or any such shareholder in your company has issued Bearer Shares. You

also confirm that you are not prevented by law or regulation from complying with this clause. For the purposes of this clause, “Bearer Shares” means shares issued by a company which assigns ownership to whomever has possession of the physical share certificates.

2.2 Any failure to act in terms of the clause 2.1 above will constitute a breach of these General Terms and we will be entitled to immediately terminate your relationship with us by cancelling or closing any product or service that you have with us, subject to our right to demand payment of any fee or charge that is due for any such service or product.

### 3. Final Withholding Tax

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

### 4. Our Right of Set-off

4.1 If any accounts you hold with us are in credit, we may use any of them to reduce or repay any amounts you owe on other accounts you hold with us anywhere in the same name (including any card accounts and any joint accounts) whether or not those accounts are in the same currency. This is called our right of “set-off”.

4.2. We can use our right of set-off as follows:

Account in credit held in name of:	Right of set-off can be applied against amounts owed on accounts held by:
A	A
A	A and B
A and B	A and B

### 4.3 If we decide to exercise such right:

- we will, upon your request, tell you why and when it has been done; and
- in doing so, we may (and you irrevocably authorise us to)
  - bring to an end any fixed deposit period applying to any of the accounts you hold with us and adjust any interest payable by us;
  - convert to euro at the prevailing market rate of exchange any balance that is in a currency other than euro; and in doing so we will have no liability to you.

Nothing in this clause will prevent us from exercising at any time any other right of set-off or of combination of accounts to reduce or repay any amounts you owe us.

### 5. Transferring your Account

We reserve the right to transfer you from your existing account(s) to other account(s) we believe are appropriate for you if your existing account(s) are no longer going to be offered by us, or if we introduce new eligibility criteria or change any existing eligibility criteria for such account(s) and you do not meet this. We will give you at least 60 days notice of this. You can close your account within 60 days of it being converted without charge.

### 6. Changing our Banking Hours and Practice

We may change our banking hours, banking practices, availability of branches and similar matters by giving you notice in our branches or in the national press or by post (which includes statement messages and secure e-messages).

### 7. Contacting you

7.1 You agree that we may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and email address to contact you for service or operational reasons. You also agree that we may contact you for service or operational reasons on any address in which you appear to hold any abode and which may be obtained by us from any public sources (including the electoral register and MFSA website amongst others).

<sup>5</sup>this clause is only applicable for business customers constituted as corporate entities

7.2 These include telling you about changes to terms or interest rates that apply to your account and generally communicating with you about the day-to-day running of your accounts, products and services. If you are registered for PIB/HSBCnet you agree that we may also contact you using our secure e-message service within PIB/HSBCnet for these purposes. You must ensure that the contact details you provide are accurate and that you notify us promptly of any changes. Remember, communications may contain confidential information and if anyone else has access to your email inbox or mobile telephone messages for example they may be able to see this. If you would prefer that we do not contact you for service or operational reasons by email, mobile message or secure e-message please let us know. Whilst we will try to use your preferred channels wherever possible, you may continue to receive important service messages via these channels, for example, when we need to contact you urgently.

7.3 We will also use secure e-messages to contact you in respect of any accounts you hold that are managed solely online (e.g. HSBC Online Savings Account). Where we hold alternative postal address(es) for you, we may send mail to your home address if it is returned from, or you do not respond to, mail sent to your correspondence address.

7.4 If you have provided us with your email address, you agree that we may communicate with you via email and you acknowledge the risks that any such communications may be intercepted, monitored, amended or otherwise interfered with by third parties. We are not responsible or liable to you or any third party in the event of any such occurrence in relation to any communication between us and you (or which appears to have been made on your behalf), or any communication you ask us to enter into with any third party.

7.5 You must notify us immediately of any change in your address.

7.6 If you are an individual holding an account on a personal (not on a business) basis, we will mark your account as dormant if it has been inactive<sup>6</sup> for at least one year to protect both you and us. If you ask us, we will tell you how you can access your account. If you have money in a dormant account, it will remain your property (or if you die it will form part of your estate). If besides the dormant account, you also hold other demand deposit accounts with

us that are active, we shall have the right to close the dormant account and transfer any balance held in the dormant account to any active demand deposit account, whether held in the same currency as the dormant account or otherwise and whether it is the same type of demand deposit account as the dormant account or otherwise. We will notify you when the account becomes dormant and we will inform you that: (i) should the account remain dormant for sixty (60) days from the date of such notice, we may automatically transfer the balance held in the dormant account to any other demand deposit account held with us that is still active (if any) and close the dormant account immediately thereafter; and (ii) the balance to be transferred to the active account may in some instances attract a lower credit interest than that applicable on the dormant account. If such transfer takes place, you will also find details of this transfer on your next statement.

7.7 If you are not an individual holding an account on a personal basis, we may mark your account as dormant if it has been inactive<sup>7</sup> for at least one year to protect both you and us. We will notify you when the account becomes dormant. If you ask us, we will tell you how you can access your account. If you have money in a dormant account, it will remain your property.

If any of your accounts with HSBC have been classified as dormant, we may but shall not be obliged, to:

- i. transfer any credit balances held in such accounts to a suspense account; and
- ii. upon transfer, close any such dormant accounts.

Prior to taking the actions mentioned in items (i) and (ii) above, we will give you written notice in accordance with clause 11.5 of Section 1 of the General Terms. When transferred to a suspense account, your monies will be held by the Bank on your behalf but you will still have the right to your money after it has been transferred to such suspense account.

## 8. Transferring Rights and Obligations

We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations to someone we reasonably consider capable of performing them. This includes us

<sup>6</sup>Certain credits and debits to the account will not be considered as activity on the account. Please call us on +356 2380 2380 if you would like more details about our dormancy rule.

appointing another HSBC Group company as our agent (i.e. to act on our behalf) for debt recovery purposes. You may not transfer any of your rights or obligations in relation to your account or transfer or assign any account or deposit.

## 9. Tax Compliance

9.1 You and your agents or attorneys acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or services provided by us and/or other members of the HSBC Group.

9.2 Certain countries may have tax legislation with extra-territorial effect regardless of your or your agent/attorney's place of domicile, residence, citizenship or incorporation. We and/or any other member of the HSBC Group do not provide tax advice. You are advised to seek independent legal and/or tax advice. We and/or any member of the HSBC Group assume no responsibility in respect of your tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of account(s) and/or services provided by us and/or other members of the HSBC Group.

## 10. Not Enforcing the Terms

We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, we can still insist on the strict application of these terms later on. No act, delay or omission by us shall affect our rights, powers and remedies under the Terms or any further or other exercise of such rights, powers or remedies. The rights and remedies under the Terms are cumulative and not exclusive of the rights and remedies provided by law.

## 11. Your Statutory Rights

Nothing in the Terms will reduce your statutory rights including your rights relating to misdescribed accounts or services, the fairness of terms on which they are provided to you, any rights you may have to close your account and/or claim compensation.

## 12. Governing law and language

The Terms and any dealings with you until your account is opened including non-contractual obligations shall be governed and construed according to the laws of Malta.

Any claims relating to the Terms shall be subject to the non-exclusive jurisdiction of the Maltese Courts.

All communications we send you will be either in Maltese or English. These General Terms are in English, however, you may, upon request, obtain a copy of the General Terms in the Maltese language.

## 13. How to Complain

If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate we will also take steps to prevent a recurrence.

We have compliant handling procedures –

- your first point of complaint should be your Branch Manager or Relationship Manager;
- if you remain dissatisfied with the decision/outcome then escalate to the Customer Relations Official on telephone number (+356) 2380 2380 for personal customers or (+356) 2380 8000 for business customers or (+356) 2380 2389 for Fusion customers or in writing. The mailing address is The Customer Relations Manager, HSBC Bank Malta p.l.c., Operations Centre, Mill Street, Qormi QRM 3101, Malta. E-mail complaints may be addressed to [infomalta@hsbc.com](mailto:infomalta@hsbc.com).

<sup>7</sup>Certain credits and debits to the account will not be considered as activity on the account. Please call us on +356 2380 8000 for business customers or +356 2380 2389 for Fusion customers if you would like more details about our dormancy rule.

#### 14. Complaints to the Office of the Arbiter for Financial Services or Central Bank of Malta

You may also complain to the Arbiter for Financial Services, at the Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana, FRN 1530, Malta or via e-mail complaint [info@financialarbiter.org.mt](mailto:info@financialarbiter.org.mt), but before you do this we request that you contact your Branch Manager/Relationship Manager/Customer Relations Official in terms of Article 13 above.

#### 15. Severability

Each of the provisions of the Terms is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

#### 16. Depositor Compensation Scheme

<b>Deposits in HSBC Bank (Malta) p.l.c are protected by</b>	The Depositor Compensation Scheme <sup>1</sup> , established under regulation 4 of the Depositor Compensation Scheme Regulations, 2015.
<b>Limit of protection</b>	€100,000 per depositor per credit institution <sup>2</sup> .
<b>If you have more deposits at the same credit institution</b>	All your deposits at the same credit institution are “aggregated” and the total is subject to the limit of €100,000.
<b>If you have a joint account with other person(s)</b>	The limit of €100,000 applies to each depositor separately <sup>3</sup> .
<b>Reimbursement period in case of credit institution’s failure</b>	20 working days <sup>4</sup> .
<b>Currency of reimbursement</b>	Euro.
<b>Contact</b>	Depositor Compensation Scheme, c/o Malta Financial Services Authority, Notabile Road, Attard BKR3000, Malta. Tel: (+) 356 2144 1155 E-mail: <a href="mailto:info@compensationschemes.org.mt">info@compensationschemes.org.mt</a>
<b>More information</b>	<a href="http://www.compensationschemes.org.mt">www.compensationschemes.org.mt</a>

<sup>1</sup> Scheme responsible for the protection of your deposit

Your deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your credit institution should occur, your deposits would in any case be repaid up to €100,000.

<sup>2</sup> General limit of protection

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by the Depositor Compensation Scheme, in accordance with the regulations. This repayment covers a maximum of €100,000 per credit institution. This means that all deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with €90,000 and a current account with €20,000, he or she will only be repaid €100,000.

In addition to the protection described above, deposits may be protected in some cases up to a maximum of €500,000 for six months after the amount has been credited or from the moment when such deposits become legally transferable. In order to qualify for such higher protection, a deposit in excess of €100,000 must meet any one of the following additional criteria:

- i. it comprises:
  - a. monies deposited in preparation for the purchase of a private residential property by the depositor; or
  - b. monies which represent the proceeds of sale of a private residential property of the depositor; or
- ii. it comprises sums paid to the depositor in respect of:
  - a. a separation, divorce or dissolution of their civil union; or
  - b. benefits payable on retirement; or
  - c. a claim for compensation for unfair dismissal; or
  - d. a claim for compensation for redundancy; or
  - e. benefits payable for death or bodily injury; or
  - f. a claim for compensation for wrongful conviction.

More information can be obtained under [www.compensationschemes.org.mt](http://www.compensationschemes.org.mt)

<sup>3</sup> Limit of protection for joint accounts

In case of joint accounts, the limit of €100,000 applies to each depositor.

However, deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of €100,000.

<sup>4</sup> Reimbursement

The responsible Deposit Guarantee Scheme is the Depositor Compensation Scheme, c/o Malta Financial Services Authority, Notabile Road, Attard BKR3000, Malta, Tel: (+)356 2144 1155; Email: [info@compensationschemes.org.mt](mailto:info@compensationschemes.org.mt). It will repay your deposits up to €100,000 within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 until 31 December 2023 and within 7 working days from 1 January 2024 onwards.

As of 31 May 2016, where the Depositor Compensation Scheme cannot make the repayable amount(s) available within 7 working days, depositors shall have access to an amount, not exceeding €1,500, to cover the cost of living, within 5 working days of a request. The Depositor Compensation Scheme shall only grant access to such amount within 5 working days on the basis of data provided by the credit institution.

If you have not been repaid within these deadlines, you should make contact with the Depositor Compensation Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained from [www.compensationschemes.org.mt](http://www.compensationschemes.org.mt).

Other important information

In general, all retail depositors and businesses are covered by the Depositor Compensation Scheme. Exceptions for certain deposits are stated on the website of the Depositor Compensation Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are covered, the credit institution shall also confirm this on the statement of account.



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

116, Archbishop Street, Valletta VLT 1444 Malta

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

General Customer Service (Personal)	+356 2380 2380
Fusion Customer Service (Business)	+356 2380 2389
Premier Customer Service (Personal)	+356 2148 9100
Advance Customer Service (Personal)	+356 2148 9101
Business Banking Customer Service	+356 2380 8000

(Ref No. 102002 - 05/2018). Designed by BPC.

