

# Terms and Conditions

## Term Deposit Account

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### 1. General

- 1.1 Term Deposit Accounts are not transferable. Customer must produce his/her ID card each time account is operated.
- 1.2 Account holders who are resident in Malta must provide a valid Tax Identification Number (TIN).
- 1.3 Accounts are subject to a minimum balance of €1000.
- 1.4 Any additions to, withdrawals from, the capital on the account, can only be effected on the maturity date of the account. No transactions may be effected on the account during the term of the deposit, except in exceptional circumstances, and always at the Bank's discretion as stated hereunder (refer to point 2 below).
- 1.5 Funds placed on a Term Deposit Account are repayable on the maturity date shown on the relative statement of account.
- 1.6 The customer has to provide specific instructions to the Bank, by not later than the maturity date of the account, regarding any increase in the balance or withdrawal there from. Such instructions can also be made via Online Banking. In the absence of specific instructions from the customer, the balance on the account will (unless clause 1.7 applies) be renewed automatically for a further term at the rate and on the conditions prevailing at maturity date.
- 1.7 The Bank may at its discretion and without providing a reason to the customer, not renew the account for any further term by giving the customer at least 30 days notice in writing, by e-mail or via online banking.
- 1.8 Where the Term Deposit Account is a joint account all joint holders shall be bound by the Terms and be jointly and severally liable for all the transactions and dealings effected by any of them.
- 1.9 In the event that there is a legal restriction, or a court order against one of the joint holders or upon the death of any one of the joint holders, the Account would remain blocked until relevant court/legal restriction is lifted or there is final settlement of the estate of the deceased, subject always to applicable maturity date of term deposit.

### 2. Breaking of Term Deposit account

Where the Bank permits partial or complete breaking of a Term Deposit, the customer will lose all rights for any interest accrued/paid on the account. Any funds which are not withdrawn will be treated as a new term deposit starting from the date when the account was broken, and will be subject to the conditions and interest rates prevailing on that date.

### 3. Statements

Statements will be sent to account holders by post when an account is opened, the account is renewed or the account is closed. In the case of accounts with terms in excess of 1 year, statements will be issued annually and on maturity.

If you have subscribed to Online Banking your account statements will henceforth be sent to you electronically. On statement due date you will receive a message via Online Banking 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 will need to inform your branch accordingly, or send us a secure message through Online Banking. Receipt of paper statements in such cases will attract a charge – see the Bank's General Tariff and/or Fee Information Document applicable to your account. Paper statements, for joint accounts will attract a fee if requested by any party to a joint account who is registered for Online Banking.

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 your statements. If you prefer paper statements, please inform us by sending us a message through HSBCnet or by calling us on Business telephone banking.

### 4. Interest

Interest will be paid, at the contracted rate (shown on the statement of account), on the maturity date of the deposit or, in the case of terms in excess of 1 year, annually. Interest will be paid according to customer's instructions either by:

- Addition to existing capital (not available for terms in excess of 1 year); or
- Deposit to savings or current account held with the Bank.

### 5. Change of Address

The Bank must be notified immediately of any change of customer's address.



## 6. Final Withholding Tax

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

## 7. Company Information

The Bank is registered in Malta, company registration number C 3177, with registered office and head office at 116, Archbishop Street, Valletta VLT 1444. Contact details: +356 2597 0000. Facsimile: +356 2380 4923. Website: [www.hsbc.com.mt](http://www.hsbc.com.mt) The Bank is licensed to conduct the business of banking and investment services business by the Malta Financial Services Authority, Notabile Road Attard BKR 3000 Malta. Website: [www.mfsa.com.mt](http://www.mfsa.com.mt).

## 8. Complaints Procedure

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

We have the following complaint handling procedures. You may complain in person, in writing or by phone as follows:

- by notifying your Branch Manager or, in case of commercial customers, your Relationship Manager;
- by sending a secure message through Online Banking or, in case of commercial customers, through HSBC Net;
- by calling our Retail or Business Contact Centre as appropriate; or
- In case of commercial customers by sending an e-mail to [business.banking.direct@hsbc.com](mailto:business.banking.direct@hsbc.com).

All complaints will be acknowledged. Our reply will be given within an adequate time-frame and where required by law, at the latest within 15 working days of receipt of the complaint. If the answer cannot be given within 15 working days for reasons beyond the control of the Bank, the Bank will send a holding reply, clearly indicating the reasons for a delay in answering to the complaint and specifying the deadline by which the Customer will receive the final reply. In any event, where required by law, the deadline for receiving the final reply shall not exceed 35 working days.

Further details about our complaint handling procedures are available on "<https://www.hsbc.com.mt/contact/feedback-and-complaints/>" or in case of commercial customers on "<https://www.business.hsbc.com.mt/en-gb/mt/generic/customer-complaints-and-credit-appeal-process>".

If your complaint still has not been addressed to your satisfaction in terms of the above, 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 through the website "<https://financialarbiter.org.mt/en/Pages/Home.aspx>".

In case of non-micro enterprises, complaints are to be sent to the Malta Financial Services Authority, addressed to The Manager, Malta Financial Services Authority, Notabile Road, Attard BKR 3000, Malta or through the website "<https://www.mfsa.mt/consumers/complaints/>".

Before raising a complaint with The Arbiter for Financial Services or Malta Financial Services Authority, a complaint should be first raised with the Bank as explained above.

## 9. Language

These terms and conditions are also available in Maltese Language.

## Other Terms & Conditions:

- 10.** The Bank may reject transactions and/or refuse to carry out instructions/requests for transactions on the accounts, if it reasonably believes that the transaction is in breach of any financial sanctions (whether OFAC, UN, EU or other sanctions issued by a competent authority in Malta or abroad).
- 11.** The Bank reserves the right to lay down further conditions or to amend these terms and conditions (including any fees or charges) for security, legal, regulatory or market reasons or changes in internationally accepted Banking practice or to take into consideration any increase in costs or decrease in the Bank's return or pursuant to the introduction of new products or technology. The Bank will give reasonable notice to the Customer of any addition and/or changes to these terms and conditions.
- 12.** The terms and conditions are governed by Maltese Law. The parties hereby submit to the non-exclusive jurisdiction of the Maltese Courts.

Applicable as from 4 September 2020.