

Notice of Change for HSBC credit card customers

From **3rd August 2018**, in accordance with this Notice of Change, the below changes will apply to your HSBC Credit Card Conditions of Use booklet:

On page 2 of the HSBC Credit Card Conditions of Use booklet, under the section headed "Meaning of words", replace the definition of *card* with the following:

card means any credit card HSBC issues to *you* or an *additional cardholder* for use on *your account* and includes any *card you* transcribe or image into *your* mobile phone or device. Each issued *card* will be distinguishable from each other.

On page 4 of the HSBC Credit Card Conditions of Use booklet, under the section headed "Meaning of words", delete the words "or Credit Cards Online" in the definition of *memorable word*.

On pages 8 and 9 of the HSBC Credit Card Conditions of Use booklet, under the section headed "Privacy", sections 4.1, 4.2 and 4.3 to be replaced with the following:

- 4.1 We collect, use and disclose *your* personal information in accordance with the Privacy Consent and Declaration and *our* privacy policy which forms part of these conditions of use and which may be amended from time to time in accordance with the provisions of this *contract*.
- 4.2 By signing *your* card, or otherwise activating *your account*, *you* acknowledged that *you* have read the Privacy Consent and Declaration and our privacy policy, and understand that we will use and disclose *your* personal information in accordance with its provisions.
- 4.3 We may make changes to the Privacy Consent and Declaration and *our* privacy policy by giving notice to *you* of the time after which any transaction initiated by a *user* on *your account* will be taken to be *your* acceptance of those changes to this *credit card contract*. By undertaking such transactions *you* acknowledged that *you* have read *our* revised privacy policy, and understand that *we* will use and disclose *your* personal information in accordance with its provisions.

On page 17 of the HSBC Credit Card Conditions of Use booklet, under the section headed "Regular Payment Arrangements", sections 10.20 and 10.21 to be replaced with the following:

- 10.20 To either change or cancel any *regular payment* arrangement a cardholder should contact the *third party* at least 15 days prior to the next scheduled payment. Until the cardholder attempts to cancel the *regular payment* arrangement HSBC must accept the *third party's* transaction. If possible the cardholder should retain a copy of their change/cancellation request. Should the *third party* fail to act in accordance with these instructions you may have rights to a dispute in accordance with condition 16.
- 10.21 Should your *card number* be changed i.e. as a result of a lost or stolen *card* you must request the *third party* to change the details of your existing *regular payment* arrangement to ensure arrangements continue. If you fail to undertake this activity your *regular payment* arrangement either may not be honoured by the financial institution or the *third party* may stop providing the goods and/or services. This may incur fees and charges.

On page 32 of the HSBC Credit Card Conditions of Use booklet, under the section headed "Interest calculations"; clause 21.5(b) and 21.5(c) to be replaced with the following:

- (b) for each day in the statement period, applying the applicable *special promotion rate* to the relevant *unpaid special promotion balance* for the end of that day.
- (c) for each day in the statement period, applying the applicable *cash advance rate* to the relevant *unpaid cash advances* for the end of that day.

On page 37 of the HSBC Credit Card Conditions of Use booklet, under the section headed "Credit cards online"; remove section 25.3.

Add the following sections to the HSBC Credit Card Conditions of Use booklet:

Your address

33.24 *You must tell us promptly by calling 132 152 if you change your residential and/or postal address.*

Anti-money laundering and counter-terrorist financing

33.25 *You acknowledge and agree that:*

- (a) *We and other members of the group are required to comply with anti-money laundering laws and counter-terrorist financing laws, regulations and policies including group policies, reporting requirements under financial transactions legislation and requests of public and regulatory authorities in Australia and elsewhere, that:*
 - (i) *may prohibit us from entering or concluding transactions involving certain persons or entities; or*
 - (ii) *may require us to report suspect transactions or activities to a regulatory authority.*

Transactions impacted include those that may:

- (i) *involve the provision of finance to any person or entity involved or suspected of involvement in terrorism or any terrorist act; or*
 - (ii) *be relevant to investigation of an actual or attempted evasion of a taxation law, investigation of or prosecution of a person for an offence against a law of the Commonwealth or a State or Territory or enforcement of the Proceeds of Crimes Act 1987 (Cth); or*
 - (iii) *involve persons or entities which may be the subject of sanctions.*
- (b) *We and other members of the group, may intercept and investigate any payment messages and other information or communications sent to or by or on behalf of a user via our systems and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information; and*
 - (c) *Neither we nor any member of the group will be liable for loss (whether direct or consequential and including without limitation loss of profit or interest) or damage suffered by any party, arising out of any action taken or any delay or failure by us, or any member of the group, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out under this condition.*

On pages 50 and 54 of the HSBC Credit Card Conditions of Use booklet, change the Financial Ombudsman Services contact telephone number to 1800 367 287

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