

# HSBC Debit Mastercard<sup>®</sup> Terms and Conditions

Effective 10 December 2018



# Cards Customer Call Centre

## Cardholder enquiries

New Zealand 0800 80 23 80

Overseas +64 9 918 8350

## Lost or stolen Cards, suspected unauthorised transactions or divulged PINs

Cards lost in New Zealand or overseas can be promptly reported via the following numbers:

New Zealand 0800 80 23 80

Overseas +64 9 918 8350

Your PIN can be easily changed by visiting HSBC's Auckland branch or any Westpac branch in New Zealand (subject to verification of your identity).

# Contents

1.	Using your Card	6
1.1.	Linked Accounts	6
1.2.	Card Users	6
1.3.	Card acceptance	7
1.4.	Accessing your Account	7
1.5.	Withdrawals at branches and other financial institutions	9
1.6.	Fees and charges	9
1.7.	When do fees get charged to my Account?	9
1.8.	Authorising Card transactions	10
1.9.	Daily withdrawal limit	10
1.10.	Overdrawing your Accounts	11
1.11.	Regular Payments	11
1.12.	Mismatched authorisations	12
1.13.	Delayed authorisations	13
1.14.	Disputed Transactions	13
1.15.	Statements and records	13
2.	Using your Card overseas	14
2.1.	Foreign currency Transactions	14
2.2.	Overseas Transaction Fee	14
2.3.	Reversal of foreign currency Transactions	15
2.4.	New Zealand dollar Transactions (from overseas)	15
3.	About your Card	16
3.1.	Card validity and expiry	16
3.2.	Card cancellation	16
3.3.	Card re-issue	17
3.4.	All Cards remain our property	17
4.	Your responsibilities and liabilities	18
4.1.	Your PIN	18
4.2.	Protecting your Card	18
4.3.	Card and PIN	18
4.4.	Loss, theft or misuse of a Card, PIN	19
5.	Our responsibilities and liabilities	21
5.1.	Electronic banking access	21
5.2.	What happens if an electronic banking terminal does not work?	21

6.	Liability for unauthorised transactions	23
6.1.	When the Account Holder is not liable	23
6.2.	When the Account Holder is liable	24
6.3.	When limited liability applies	25
7.	General	27
7.1.	Complaints	27
7.2.	Privacy and confidentiality	27
7.3.	The Code of Banking Practice	27
7.4.	Payments NZ Rules and Standards	28
7.5.	Variation of Terms and Conditions	28

# Introduction

This booklet sets out the Terms and Conditions of the HSBC Debit Mastercard®. It governs the operation and use of the HSBC Debit Mastercard. It is important that you read and understand this document.

By signing, activating or using your HSBC Debit Mastercard, you confirm that you understand and accept these Terms and Conditions.

For terms and conditions relating to the linked Account(s) that you use in conjunction with your HSBC Debit Mastercard please refer to the **Retail Banking and Wealth Management Terms and Conditions** and our **Retail Banking and Wealth Management Fees and Charges** brochure.

These are available online at [www.hsbc.co.nz](http://www.hsbc.co.nz), at the Auckland branch of HSBC or by calling 0800 80 23 80.

If you have any questions about these Terms and Conditions, please contact us on 0800 80 23 80. If you continue to have queries or do not understand any of these Terms and Conditions we recommend that you obtain independent professional or legal advice.

## Glossary of Definitions

The following definitions apply throughout this document, unless otherwise stated.

**Account** means any HSBC account which can be operated by a Card, and which you have nominated for use in this way.

**Account Holder** is the person(s) in whose name an account is conducted and who is responsible for all transactions on the account.

**ATM** means Automatic Teller Machine.

**Available Balance** means the total balance in your Account less any unsettled transactions (i.e. cheques deposited that have not yet been cleared or Mastercard transactions pending authorisation) plus any credit limit you may have on your Account for accounts with overdraft arrangements.

**Business Day** means a day when we are open for business, but does not include Saturday, Sunday or any nationwide public holiday in New Zealand.

**Card** means the HSBC Premier Debit Mastercard® and the HSBC Debit Mastercard® issued to you by HSBC for use on your linked Account(s).

**Card Details** means the information displayed on your Card, including your name, the 16 digit Card number and the expiry date on the front, plus the CVC number on the back.

**Contactless Terminal** means a POS Terminal which can be used to make a Contactless Transaction.

**Contactless Transaction** means a transaction made by holding your Card (which is capable of making a contactless transaction) in front of a Contactless Terminal and without having to insert or swipe the Card.

**Device** means an article or access method we give to a User to perform Transactions.

**HSBC** or '**we**', '**our**' or '**us**' means The Hongkong and Shanghai Banking Corporation Limited, incorporated in the Hong Kong SAR, acting through its New Zealand branch.

**HSBC Group** means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and "member of the HSBC Group" has the same meaning.

**Overseas Transaction Fee** means a fee that may apply when a transaction is made overseas or in a foreign currency, a portion of which is charged by Mastercard.

**PIN** means the Personal Identification Number which has been selected by you, or which has been allocated to you by us, for use with your Card for certain Transactions.

**POS Terminal** means a point of sale terminal, where funds are deducted from your linked Account for payment of goods or services at that point of sale.

**Retailer** means a provider of goods or services who accepts payment by card.

**Terms and Conditions** means the terms and conditions as outlined in this booklet which we may amend from time to time.

**Transaction(s)** means a payment, funds transfer and/or cash withdrawal that is initiated on your Account by using your Card and not always intended to be authenticated by comparing a manual signature with a specimen signature.

**User** is either the Account Holder or a person authorised by both HSBC and the Account Holder (an '**Additional Cardholder**') to use the Card or a Device to perform Transactions on the Account.

# 1. Using your Card

## 1.1. Linked Accounts

A maximum of two eligible Accounts can be linked to your Card. When you apply for your Card you must select an eligible primary Account. You may also select an eligible secondary Account. If you choose to close your primary Account and do not have a secondary Account linked, your Card will be automatically cancelled.

- The primary Account will be linked to the 'cheque' and 'credit' options when making a payment.
- The secondary Account, if applicable, could be linked to the 'savings' option when making a payment.

## 1.2. Card Users

HSBC may issue additional Card(s) to any person nominated by the Account Holder, provided that each person is 13 years of age or older (an 'Additional Cardholder').

The Account Holder is responsible to HSBC for the use by an Additional Cardholder of their Card.

The Account Holder will be liable for any transactions made by any Additional Cardholder and any associated fees and charges. For further information please refer to section '4. Your responsibilities and liabilities'.

The Account Holder can cancel an Additional Cardholder authority at any time by calling 0800 80 23 80 or visiting our Auckland HSBC branch. After cancellation, the Account Holder needs to be aware that he or she will be liable for any transactions made on the Account prior to the authority being cancelled, regardless of when they are debited to the Account.

Users who are minors (aged between 13 and 17 years of age inclusive) are required to have their parents / guardian sign our HSBC 'Indemnity of operating an account by a minor' form.

### **1.3. Card acceptance**

Your Card may be honoured by financial institutions, Retailers and ATMs worldwide displaying the Mastercard symbol. However, Mastercard promotional material displayed on any site should not be taken as a guarantee by the Retailer, financial institution or any person carrying on business there that all goods and services available at those premises may be purchased with your Card.

### **1.4. Accessing your Account**

When using your Card at an ATM or POS Terminal, you may be given the choice to select 'cheque', 'savings', or 'credit'. This is when you can decide which Account you want to deduct funds from.

Sometimes you are not given the choice. When this happens, funds will be automatically be deducted from the Account that is linked to the 'credit' option. Examples of this include:

- a Contactless Transaction (in New Zealand or overseas);
- an online purchase;
- any overseas spend - at a Retailer or for a cash withdrawal; and
- any regular payment loaded against your Card Details.

You can use your Card to access the funds in your linked Account(s) in the following ways:

- at Retailers in New Zealand – by selecting the 'cheque' or 'savings' option and entering your PIN;

- at Retailers in New Zealand or overseas – by holding your Card against a Contactless Terminal and waiting for the transaction to be confirmed. There is no need to enter a PIN or sign for purchases of NZ\$80 or less in New Zealand. This amount may vary overseas. Funds will be taken from the Account that is linked to the 'credit' option;
- at Retailers overseas – by selecting the 'credit' option and entering your PIN or signing the transaction slip (when required). Sometimes you may not have to select 'credit', it may happen automatically;
- to withdraw cash at ATMs in New Zealand – by selecting the 'cheque' or 'savings' option and entering your PIN;
- to withdraw cash at ATMs overseas – by selecting the 'credit' option if required and entering your PIN. Sometimes the ATM will automatically go to a type of 'fast cash' option, where the funds will be taken from your Account linked to the 'credit' option;
- to withdraw cash overseas – by presenting your Card at a financial institution overseas who accepts Mastercard;
- to make a purchase over the phone – by quoting your Card Details;
- to make a purchase online, over the internet – by using your Card Details; and
- at some New Zealand Retailers you may have the option of making a purchase and withdrawing cash directly from your Account at the same time (known as 'cash out'). You will need to select the 'cheque' or 'savings' option and enter your PIN.

## 1.5. Withdrawals at branches and other financial institutions

The minimum withdrawal amount may vary between financial institutions. Before a cash withdrawal is processed in New Zealand you may be required to provide a second form of identification, such as a passport or driver licence. Overseas a passport will be required.

## 1.6. Fees and charges

HSBC fees and charges associated with your Card are set out in our **Retail Banking and Wealth Management Fees and Charges** brochure.

Please note:

- Some Retailers may apply a surcharge to purchases made when using the 'credit' option. This should be drawn to your attention before you proceed with the transaction. This surcharge amount will be added to your purchase amount and debited from your Account as one transaction.
- Some ATM operators apply a fee, which should be disclosed at the time of the transaction on the ATM screen. This fee will be included in the transaction amount and debited on the day (or next Business Day) of the transaction.

## 1.7. When do fees get charged to my Account?

Any applicable fees for ATM transactions are debited to your Account on the day (or the next Business Day) that the cash withdrawal is made.

All transactions you make using your Card will be counted towards the transaction allowance/limit and fees that may apply to the Account linked to your Card.

## 1.8. Authorising Card transactions

When you make a transaction at an ATM or POS Terminal, you authorise us to act on the instructions you enter into the terminal. When making a purchase you should ensure that the transaction amount is correct before you enter your PIN, sign a transaction voucher or hold your Card in front of a Contactless Terminal. By doing so, you indicate your agreement that the transaction amount is correct. You should wait until the POS terminal, including the Contactless Terminal, shows the transaction confirmation.

To facilitate the processing of Card transactions, information relating to your transactions and Card Details and transaction details may be processed by Mastercard in countries other than New Zealand. By making a cash withdrawal or a purchase with your HSBC Debit Mastercard you agree that information regarding the transaction may be processed outside New Zealand.

## 1.9. Daily withdrawal limit

A maximum daily withdrawal limit applies to your Card. The limit may be different depending on the type of transaction. These limits are detailed on our website at [www.hsbc.co.nz/debitcardlimits](http://www.hsbc.co.nz/debitcardlimits).

You may be able to change your daily withdrawal limit. Please contact us to discuss.

Your daily withdrawal limit will be applied to:

- cash withdrawals through ATMs debited to your linked Account; and
- purchases made through POS terminals debited to your linked Account.

The maximum daily withdrawal limit does not apply to:

- HSBC branch terminals; or
- vouchers manually processed by a Mastercard Retailer.

You will subsequently be advised of any changes we make to the limit.

In deciding whether you may require the daily withdrawal limit to be increased or decreased, bear in mind that the higher the limit, the more funds will be able to be withdrawn via ATMs and POS terminals by any unauthorised person who may come into possession of your Card and PIN. For further information please refer to section '6. Liability for unauthorised transactions' located in this booklet.

Retailers or other providers may impose additional limits.

### **1.10. Overdrawing your Accounts**

Using your Card gives you access to the funds available in your Account. If you have overdraft arrangements on your Account this can be drawn against as available funds. The total available funds form your Available Balance.

There is no associated credit on your Card. However, it may be possible to overdraw your Account beyond your Available Balance by using your Card.

If your Account is overdrawn, beyond your Available Balance, we may charge you interest on any overdrawn amount. Please refer to 'Overdrawn Accounts' under the 'General Terms and Conditions' in the **Retail Banking and Wealth Management Terms and Conditions brochure** and also in the terms and conditions applying to your Account.

### **1.11. Regular Payments**

You can pay for regular goods or services by quoting your Card Details to an authorised Retailer. Once authorised, the Retailer can accept your Card Details to pay for future goods and services.

To cancel such an authority, you must request this of the Retailer. HSBC is not able to cancel this authority on your behalf. Until you cancel the authority, the Retailer is entitled to request HSBC to debit the linked Account and HSBC is obliged to process this request. If the Retailer does not comply with your request to cancel the authority, you must provide HSBC with a copy of the correspondence with the Retailer to enable HSBC to dispute the relevant transaction(s) on your behalf. See section '1.14. Disputed Transactions'.

## 1.12. Mismatched authorisations

Some Retailers may request confirmation that you have sufficient funds in your Account to meet the anticipated cost of goods and services they will supply. This is a common practice in hotels and car rental agencies.

We treat this request as a 'request for authorisation'.

Once the authorisation is made, the available funds in your Account are reduced by up to the amount anticipated by the Retailer. This means the balance in your Account may not indicate the correct amount until the authorisation is cleared and you may find you have reduced funds in your Account.

When the goods and services have been supplied the Retailer may request a subsequent authorisation for the actual costs. This may have the effect of reducing your balance further by the sum of two authorisation amounts.

For example, if you were to use your Card to check-in to an overseas hotel by selecting the 'credit' option on the terminal at reception, a request for authorisation for the anticipated amount (for example \$200) will be processed to your Account to cover the anticipated amount of the hotel stay. If upon checkout the subsequent invoice amount is different, the two hundred dollar authorisation will remain until the subsequent authorisation is cleared. This will temporarily reduce the amount of available funds in that Account by both amounts

### **1.13. Delayed authorisations**

Transactions made where the 'credit' option is used may take some days to be processed and debited to your Account. This can include Contactless Transactions, overseas or online transactions and regular payment.

If we gave an authorisation for the purchase or payment, the balance on your Account may be greater than the available funds in your Account. Please consider this whenever you reconcile your Account statement.

### **1.14. Disputed Transactions**

In all instances, you should take up any query on a disputed Transaction with the Retailer in the first instance.

If you cannot resolve directly with the Retailer in a timely manner, in some circumstances, we may be able to utilise Mastercard rules to query and claim back a disputed Transaction amount.

You must report a disputed Transaction to us within 30 days after the date of the statement in which the transaction is recorded so that we may reasonably claim via Mastercard rules.

Mastercard rules to claim back disputes are not able to be used for all types of transactions. For example, we cannot claim in relation to regular payments from the Account.

If able, we will claim via Mastercard rules, if you ask us to do so, within the above timeframe.

The timeframe for disputing a transaction may not apply where the Payments NZ Rules and Standards applies.

### **1.15. Statements and records**

You should keep all voucher and transaction records given to you when using your Card. Our record of transactions for your use of your Card can be relied upon, unless shown to be incorrect.

## 2. Using your Card overseas

Exchange rates quoted by HSBC in New Zealand are not used to convert foreign currency Transactions on your Card.

The availability of overseas ATM services will be governed by the local regulations of the country. We will not be liable if these services are withdrawn without notice to HSBC. If the amount of the transaction is more than your Available Balance, the transaction may be rejected and no fees will be charged.

### 2.1. Foreign currency Transactions

Purchases and cash withdrawals quoted to you in a foreign currency will be converted into New Zealand dollars by Mastercard. Transactions that are made in foreign currencies other than United States dollars are converted into United States dollars before being converted into New Zealand dollars. The exchange rate used for conversion is either a government mandated exchange rate or a wholesale exchange rate, selected by Mastercard for the applicable currency on the day the transaction is processed. That rate may differ from the rate applicable on the date the transaction occurred, or the date when the transaction is posted to your Account.

### 2.2. Overseas Transaction Fee

Transactions quoted and subsequently paid in a foreign currency will incur an Overseas Transaction Fee. Please refer to the **Retail Banking and Wealth Management Fees and Charges** brochure for details on this fee.

The fee is calculated as a percentage of the transaction. The fee will appear as a separate transaction deducted from your Account.

### **2.3. Reversal of foreign currency Transactions**

Sometimes a foreign currency Transaction may be reversed back to your Account.

Due to exchange rate fluctuations, the reversal amount and any applicable Overseas Transaction Fee credited back to your Account may be a different amount to that which was deducted.

### **2.4. New Zealand dollar Transactions (from overseas)**

Purchases and cash withdrawals made overseas can be quoted to you in New Zealand dollars. This could mean that the Retailer or ATM operator is applying their own exchange rate and margin. They should advise you of this exchange rate. By entering a PIN or completing the withdrawal, you accept the exchange rate offered by the Retailer or ATM operator.

The Overseas Transaction Fee may not apply to all New Zealand dollar Transactions, however in some countries, such as The Cook Islands, it will. We recommend care when accepting overseas operator's exchange rates, as margins will apply.

## 3. About your Card

### 3.1. Card validity and expiry

When you receive your Card, you should read and accept these Terms and Conditions and for security reasons, you must sign your Card immediately.

Once you sign or use your Card, you agree to the acceptance of these Terms and Conditions.

Your Card should only be used up to the 'valid thru' date (expiry date), shown on the front of your Card.

We will send you a replacement Card one month prior to your expiry date. As soon as your Card expires, ensure that you destroy it, by cutting it into several pieces and disposing of them securely.

You may need to update your Card Details with any authorised Retailer who uses those Card Details for regular payments and services.

### 3.2. Card cancellation

We may cancel your Card at any time, without prior notice. We will make best endeavours to notify you if we do this.

Once you are notified of the cancellation, you must not use your Card. You must destroy it by immediately cutting it into several pieces and disposing of them securely.

You may cancel your Card at any time by calling our Cards Customer Call Centre or by returning the Card to us. A cancellation may not be effective until the Card has been surrendered, or you have taken all reasonable steps to have the Card returned to us. What constitutes taking all reasonable steps to have a Card returned to us, where you are the Account Holder and the Card in question is held by an Additional Cardholder, will vary depending upon the particular circumstances. At a minimum, it will require you to contact that person, if at all possible, and request them to surrender their Card to you, so that you can return it to us.

If you close your Accounts or where your Card has been cancelled, the Account Holder will remain liable for transactions:

- made using the Card prior to or after its cancellation or closure of the Accounts; and
- made using the Card number for mail, internet, telephone and standing order transactions which have not been cancelled prior to termination.

Any Additional Cardholder may be liable to the Account Holder for any use of a Card after the Additional Cardholder has received notice of its cancellation.

### **3.3. Card re-issue**

We may issue a new Card to you at any time. All re-issued Cards are subject to the Terms and Conditions of the Card. We reserve the right not to re-issue a Card.

### **3.4. All Cards remain our property**

All Cards remain the property of HSBC and you are required to return the Card to us on:

- our request;
- cancellation of your Card;
- closure of all of the Accounts which are linked to your Card, at which point the Card will automatically be cancelled; or
- termination of your authority to operate all Accounts which were previously linked to your Card.

## 4. Your responsibilities and liabilities

Because anyone who has your Card and PIN can make transactions on your linked Accounts, you must take special care to protect them.

### 4.1. Your PIN

Your Card PIN will be mailed to you. You must memorise your PIN and destroy the original printed copy of the PIN we send you.

You have the option of changing your PIN to one of your own choice at any time by visiting any HSBC or Westpac branch in New Zealand. You will need to bring your passport or New Zealand driver licence or other photo identification with you. For more information on your PIN please visit [www.hsbc.co.nz](http://www.hsbc.co.nz).

### 4.2. Protecting your Card

To protect your Card you must:

- sign it as soon as you receive it;
- carry it with you whenever you can;
- regularly check that you still have your Card; and
- not give your Card to anyone else, including a family member or friend.

### 4.3. Card and PIN

If you make a record of your PIN you must keep it separate and well away from your Card unless the PIN is reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your Account, it is best to keep your PIN record, even if disguised, separate and well apart from your Card.

- For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when a Card is first issued.

For example, you must not keep your Card and undisguised PIN together:

- in a wallet, bag or briefcase even if in different compartments;
- in your car, even if in different areas of your car;
- in your office or at home in the same room; or
- in any other situation where your Card and PIN can be found and used.

**Please note:** Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the Payment NZ Rules and Standards where that applies, notwithstanding the obligations listed above. See section '6. Liability for unauthorised transactions' for more details.

#### **4.4. Loss, theft or misuse of a Card, PIN**

You must immediately notify us if your Card is lost, stolen, misused, or your PIN is disclosed or revealed, or you suspect that unauthorised transactions have been made on any Account. This will enable us to put a stop on your Card straight away preventing or minimising losses resulting from unauthorised transactions and your potential liability for such losses (please refer to section '6. Liability for unauthorised transactions'). The best way to contact us is via the following options:

- For Cards or PINs, call our Cards Customer Service Call Centre on:
  - 0800 80 23 80 if you are calling within New Zealand; or
  - +64 9 918 8350 if you are calling from overseas.
- If your Card is lost overseas you may report the loss to:
  - Mastercard Global Cardholder Services; or
  - any financial institution displaying the Mastercard logo.

We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report. We may require you to confirm your report at one of our branches and complete certain documentation. A lost Card replacement fee may apply. Please refer to our **Retail Banking and Wealth Management Fees and Charges** brochure.

If you can't contact us by phone because our emergency telephone numbers are not available, you will not be responsible for unauthorised use of your Card or PIN which could have been prevented if you were able to contact us by phone provided that you tell us of the loss, theft or misuse of your Card or PIN within a reasonable time from the reestablishment of our telephone reporting facilities.

## 5. Our responsibilities and liabilities

Unless required to do so by law HSBC does not accept any liability:

- on goods or services purchased with a Card; and
- for any financial institution or Retailer displaying a Mastercard or EFTPOS symbol refusing to accept or honour a Card.

### 5.1. Electronic banking access

We will make best endeavours to maintain electronic banking access to the nominated Accounts at all times unless:

- an electronic banking terminal malfunctions or is unavailable;
- a Retailer refuses to accept your Card; or
- at least one of the Accounts is overdrawn or will become overdrawn without prior arrangement, or is otherwise considered out of order by us.

We may, at any time, alter the types of accounts which may be operated, or the types of transactions performed, or the types of electronic banking terminals that may be accessed using your Card. For more information, please refer to section '7.5 Variation of Terms and Conditions'.

### 5.2. What happens if an electronic banking terminal does not work?

We will be responsible to the Account Holder for any loss which occurs because an electronic banking terminal accepts your instructions but fails to carry out the transaction requested.

We will not be responsible or liable for any loss or damage if:

- an electronic banking terminal does not accept your instructions or your Card fails to work in the terminal, such as where your Card is faulty, or

an electronic banking terminal malfunctions or is unavailable;

- the temporary insufficiency of funds in any ATM;  
or
- any failure by us to provide any service or to perform any obligation under the Terms and Conditions, where it is due to a dispute or a circumstance beyond our control.

## 6. Liability for unauthorised transactions

### 6.1. When the Account Holder is not liable

The Account Holder will not be liable for losses resulting from unauthorised transactions where it is clear that a User has not contributed to the loss.

The Account Holder will not be liable for losses resulting from unauthorised transactions that:

- are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of Retailers (i.e. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees;
- require the use of a Card after we have been notified that the Card or other device has been misused, lost or stolen;
- require the use of a Card after you have requested us to cancel the Card and have either returned the Card to us, or taken all reasonable steps to have the Card returned to us;
- are made with a Card, that is forged, faulty, expired or cancelled; or
- are the result of the same transaction being incorrectly debited more than once to the same Account.

In addition, the Account Holder will not be liable to pay for:

- any portion of the losses incurred on any one day which exceed the daily withdrawal limit applicable to the Card, their Account(s) or the relevant Device;
- any portion of the losses incurred which exceed the balance of their Account(s) (which balance includes any pre-arranged credit);

- any losses incurred on any Accounts which the Account Holder and HSBC had not agreed could be accessed using the relevant Device; or
- any losses occurring after we have been notified that the Card or other Device has been misused, lost or stolen or that the security of the PIN has been breached.

## 6.2. When the Account Holder is liable

The Account Holder will be liable for losses resulting from transactions which are carried out by a User, or by another person with a User's knowledge and consent.

The Account Holder will be liable for actual losses resulting from unauthorised transactions caused by a User:

- engaging in fraud or acting negligently;
- voluntarily disclosing any of their PIN to anyone, including a family member or friend;
- keeping a record of a PIN:
  - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
  - in a way that it could be lost or stolen with their Card (in the case of a PIN);
- writing their PIN on their Card;
- selecting a PIN which represents their birth date, after we have asked them not to select such a PIN and told them of the consequences of doing so;
- leaving a Card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a Card being left in the ATM);
- acting with extreme carelessness in failing to protect their PIN; or
- breaching these Terms and Conditions and such breach has either directly or indirectly contributed to any loss.

The Account Holder will also be liable for actual losses resulting from unauthorised transactions caused by the User unreasonably delaying notifying us of the misuse, loss or theft of their Card or other device, or of their PIN becoming known to someone else. The Account Holder's liability will only extend to losses which occur between the time when the User became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

The Account Holder's liability is subject to HSBC proving on the balance of probability that a User contributed to the losses in one or more of the ways listed above.

### **6.3. When limited liability applies**

The Account Holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a PIN was required to perform the transaction and it is unclear whether the User contributed to the loss. The Account Holder's liability in such cases will be the least of:

- NZ\$150;
- the balance of the Account(s), including any prearranged credit; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Card becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

You will not be liable for losses resulting from an unauthorised Transaction made using your Card to the extent they exceed what the Account Holder's liability would have been had we exercised any rights we had under the rules of the Card schemes against other parties to the scheme at the time you reported the unauthorised transactions to us.

Our liability for any loss arising from equipment or system unavailability or malfunction, where a User should reasonably have been aware that the system

or equipment was unavailable or malfunctioning, is limited to:

- correcting any errors; and
- refunding any fees or charges imposed on the User.

For details on how to notify us about the loss or theft of your Card, please refer to section '4.4 Loss, theft or misuse of a Card or PIN'.

# 7. General

## 7.1. Complaints

Any complaints about goods or services purchased with your Card must be resolved directly with the Retailer concerned.

Sometimes you may want to talk about problems you are having with us. Fixing these problems is very important to us.

We've put in place ways of dealing with your issues quickly and fairly.

Please refer to the 'Discrepancies / Errors, Questions or Complaints' section under the 'General Terms and Conditions' in the **Retail Banking and Wealth Management Terms and Conditions** brochure and also the terms and conditions that apply to your Account.

## 7.2. Privacy and confidentiality

The **Retail Banking and Wealth Management Terms and Conditions** set out how we collect and use customer information and this applies to information we hold about you in connection with your Card. Please refer to this for more information on HSBC's policy on privacy and confidentiality.

You also consent to receive communications, which may include personal information, directly from Westpac New Zealand Limited ('Westpac') as part of the fraud monitoring service. This is used to identify any potentially fraudulent transactions which is operated by Westpac on behalf of HSBC. Communications include, without limitation, electronic messages sent to any device capable of receiving such messages and/or emails.

## 7.3. The Code of Banking Practice

You may wish to read the Code of Banking Practice, which is available from us on request. The Code of Banking Practice sets out the minimum standards of

good banking practice to be observed by member banks when dealing with their customers other than “wholesale clients” as defined in section 5C of the Financial Advisers Act 2008. We will comply with the Code of Banking Practice where it applies in relation to your Card.

#### **7.4. Payments NZ Rules and Standards**

The Payments NZ Rules and Standards govern certain electronic payments to or from your Account where you are an individual. For example, using your Card at ATMs or for online payments. We will comply with the Payments NZ Rules and Standards where it applies.

#### **7.5. Variation of Terms and Conditions**

We may vary, change or withdraw a product or service or product brochure at any time. We may alter these Terms and Conditions at any time.

Examples of when we may exercise these rights include:

- to allow us to respond to legal or regulatory developments;
- to reflect industry standards and Codes of practice;
- to respond to operational requirements or technological developments affecting members of the HSBC Group or the financial services industry generally; or
- to enable changes that are reasonably necessary for our other legitimate business purposes.

When there is a change to these Terms and Conditions, including changes to fees and charges, we will give you at least 14 days’ notice of such change in at least one of the following ways:

- by direct communication (e.g. by letter, email, fax or telephone);
- by display in our Auckland branch;

- by notice in media (including public notices);
- by notice on our website; or
- by any electronic banking channel used by you.

If you use your Accounts or Card after the date upon which the change to the Terms and Conditions are said to be effective (as specified in our notice) this will constitute acceptance by you of the change provided that you have been notified beforehand. You understand and agree that if you do not accept any proposed change, you will return our Card to us before the date on which the change comes into effect. If you are not sure what a communication from us means you should contact us and ask for an explanation.

**For more information**

**Call 0800 80 23 80**

**Visit [www.hsbc.co.nz](http://www.hsbc.co.nz)**



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