

HSBC Debit Mastercard[®] Terms and Conditions

Effective 1 July 2020



Cards Customer Call Centre

Cardholder enquiries

New Zealand 0800 02 80 88

Overseas +64 9 368 8557

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 02 80 88

Overseas +64 9 368 8557

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).

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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 **Wealth and Personal Banking Terms and Conditions** and our **Wealth and Personal Banking Fees and Charges brochure**. These are available online at www.hsbc.co.nz, at the Auckland branch of HSBC or by calling 0800 02 80 88.

Further information and frequently asked questions about your HSBC Debit Mastercard can be found online at www.hsbc.co.nz/debit-card.

If you have any questions about these Terms and Conditions, please contact us on 0800 02 80 88. 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.

Applicable Law means any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by Mastercard.

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 any pending Mastercard transactions) 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 point of sale ('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.

Internet Banking means our internet banking service, online@hsbc, which is available through HSBC's website www.hsbc.co.nz upon registration.

Mastercard Identity Check means the security service designed to confirm your identity in order to increase security in online and other transactions.

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.

Personal Information means any information relating to an individual from which they can be identified.

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 02 80 88 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 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. Always follow the prompts on the Contactless Terminal. There will be no need to enter a PIN

or sign for purchases over a certain value in New Zealand, being the Contactless Transaction limit. The Contactless Transaction limit in New Zealand is published on our website under the HSBC Debit Mastercard frequently asked questions, at www.hsbc.co.nz/debit-card and may change from time to time to reflect industry standards. 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. Please see section '7. Mastercard Identity Check for more details in regard to online purchases; 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 **Wealth and Personal Banking 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/debit-card.

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;
- 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, Card Details and/or 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 **Wealth and Personal Banking 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 payments.

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 60 days of the date 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 **Wealth and Personal Banking 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.

We recommend care when accepting overseas operator's exchange rates, as margins will apply.

The Overseas Transaction Fee may not apply to all New Zealand dollar Transactions, however in some countries, such as The Cook Islands, it will.

3. About your Card

3.1. Card validity and expiry

When you receive your Card, you should read, understand and accept these Terms and Conditions. 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

You must take special care to protect your Card, Card Details and/or PIN. Because anyone who has these can make transactions on your linked Accounts.

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 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.

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. Protecting your Card Details

To protect your Card Details you should not let your Card out of your sight when using it at a Retailer.

You should regularly check your Transaction history on your linked Accounts to ensure the Transactions are performed by you.

When using your Card Details for an online Transaction:

- Check that you are dealing with a trusted and reliable business by confirming their company details and researching online feedback and complaints.

- Only enter your Card Details into a secure web page. A secure web page has 'https://' at the beginning of the address bar and a picture of a locked padlock in the browser.
- Do not make an online purchase using a public computer or wi-fi network.
- Never send your bank or Card Details via email.
- Be wary of websites making offers that seem too good to be true.

4.4. Card and PIN

You must memorise your PIN. You must not keep a written record of your PIN where someone else could use the relevant service. 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 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.

4.5. Loss, theft or misuse of a Card, Card Details and/or 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 your 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, Card Details or PINs, call our New Zealand Contact Centre on:
 - 0800 02 80 88 if you are calling within New Zealand; or
 - +64 9 368 8557 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 and complete certain documentation. A lost Card replacement fee may apply. Please refer to our **Wealth and Personal Banking Fees and Charges brochure**.

If you can't contact us by phone because our emergency telephone numbers are not available, you can send us an urgent message if you have Internet Banking. You will not be responsible for unauthorised use of your Card, Card Details 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, Card Details or PIN via Internet Banking, or 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 '8.5. 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;

- an ATM is temporarily short of cash; 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 canceled; 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 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;
- voluntarily disclosing their Card Details to anyone, including a family member or friend;
- 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 of their Card Details or 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:

- \$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, or the Card Details or PIN 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 '4.5. Loss, theft or misuse of a Card, Card Details and/or PIN'.

7. Mastercard Identity Check

We reserve the right from time to time to modify or discontinue (temporarily or permanently), Mastercard Identity Check (or any part of it) without notice.

7.1. Description of Mastercard Identity Check

Mastercard Identity Check provides you with a way of increasing security for online purchases and other Transactions where Mastercard Identity Check is used, by reducing the chances of fraud for those Transactions.

Use of Mastercard Identity Check involves you having previously provided us with certain contact details (such as a mobile phone number), which is then used to confirm your identity in connection with future online Transactions or other Transactions for which Mastercard Identity Check is used. For some online purchases, we will send a one-time passcode to your mobile phone number, in order for you to input it in to the online shopping screen in order to continue with your purchase.

Mastercard Identity Check also may be used for record keeping and reporting purposes, as well as to help resolve any Transaction disputes.

7.2. Mastercard Identity Check - User data

- You agree to:
 - provide true, accurate, current and complete information about yourself as prompted by Mastercard Identity Check; and
 - maintain and promptly update your Personal Information held with us, to keep it true, accurate, current and complete. If you provide any Personal Information that is untrue, inaccurate, not current or incomplete,

or if we have reasonable grounds to suspect that your Personal Information is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of Mastercard Identity Check.

- You are responsible for maintaining the confidentiality of your Personal Information. You agree to immediately notify us by contacting us as per section '4.5. Loss, theft or misuse of a Card, Card Details and/or PIN' if your Card or Card Details are lost or stolen or disclosed in any way, or for any unauthorised use of your one-time passcode or other verification information, or any other breach of security.

7.3. Your conduct

You agree not to:

- impersonate any person or entity using Mastercard Identity Check;
- upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by Mastercard Identity Check;
- spam or flood the Mastercard Identity Check Website or service;
- modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Mastercard Identity Check Website or service or the software used in connection with Mastercard Identity Check;
- remove any copyright, trademark, or other proprietary rights notices contained in Mastercard Identity Check;
- “frame” or “mirror” any part of the Mastercard Identity Check Website or service without Mastercard’s prior written authorisation;

- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Mastercard Identity Check Website or service or its contents;
- otherwise interfere with, or disrupt, Mastercard Identity Check or servers or networks connected to Mastercard Identity Check, or violate these Terms and Conditions or any requirements, procedures, policies or regulations of Mastercard Identity Check or of any networks connected to Mastercard Identity Check; or
- intentionally or unintentionally violate any applicable local, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by Mastercard (all of which shall constitute Applicable Law) in connection with your use of Mastercard Identity Check.

7.4. Mastercard Identity Check - Liability

- You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of Mastercard Identity Check.
- Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of Mastercard Identity Check.

7.5. Mastercard Identity Check - Dealings with Retailers

Your correspondence or business dealings with, or participation in promotions of Retailers on or through Mastercard Identity Check, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings,

are solely between you and the Retailer. You agree that, except as otherwise provided by Applicable Law, we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of Mastercard Identity Check does not, in any way, indicate that we recommend or endorse any Retailer, regardless of whether the Retailer participates in Mastercard Identity Check. For example, Mastercard Identity Check does not verify the identity of the Retailer or the quality of the Retailer’s goods or services.

7.6. Mastercard Identity Check - Disclaimer of warranties

You expressly understand and agree that any software obtained through the use of Mastercard Identity Check is downloaded and used at your own discretion and risk and that except as otherwise provided in these Terms and Conditions, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through Mastercard Identity Check.

8. General

8.1. 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 **Wealth and Personal Banking Terms and Conditions brochure** and also the terms and conditions that apply to your Account.

8.2. Privacy and confidentiality

The **Wealth and Personal Banking 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 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.

The Mastercard Identity Check system stores your Personal Information. This Personal Information will not be shared with any Retailers (whether for online or other Transactions) where Mastercard Identity Check is used. You consent that we and CA Technologies, as host and operator of the Mastercard Identity Check system, may store your Personal Information on the Mastercard Identity

Check system and also may disclose your Personal Information if required to do so by Applicable Law, or as reasonably necessary to comply with legal process or terms and conditions relating to Mastercard Identity Check.

Communications include, without limitation, electronic messages sent to any device capable of receiving such messages and/or emails.

8.3. 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.

8.4. 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.

8.5. 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 02 80 88

Visit www.hsbc.co.nz



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