

Credit Card Agreement Terms

Credit Card Agreement Terms

1. Definitions

These are the definitions used in this Agreement:

- ‘Balance Transfer’: a transfer to the Account of an amount you owe another lender (who is not a member of the HSBC Group) or such other transactions as we tell you are to be treated as a ‘Balance Transfer’.
- ‘Card’: any MasterCard® or Visa credit card issued to you at any time or to an Additional Cardholder under this Agreement and references include any numbers or details that allow use of the card without physically presenting it where the context requires.
- ‘Cash Advance’: any cash withdrawal, purchase of travellers cheques or foreign currency, gambling transaction, money order or transfer made at your request (excluding Balance Transfers).
- ‘PIN’: the Personal Identification Number provided for use with the Card.
- ‘Promotional rate’: any rate which is less than the applicable Standard Variable Rate.
- ‘Purchase’: any transaction under which payment for goods and/or services is made by use of the Card or the Card number.
- ‘We’, ‘us’ and ‘our’ refer to HSBC Bank plc, and include its successors and any person to whom it has assigned its rights under this Agreement, ‘you’ means the person entering into this Agreement with us and ‘HSBC Group’ means HSBC Holdings plc, its subsidiaries, associated and affiliated companies.

2. Using the Account

a We will open an account in your name to record transactions under this Agreement (the “Account”). Transactions using the Card may be authorised by you or another person you allow to use the Account (an “Additional Cardholder”) using, as the circumstances require, a combination of the Card, PIN or other security details associated with the Card or the Account or in other ways advised to you by us from time to time, subject to this Agreement, until the Card expiry date. Such authorisation will be given to us or to a payee (for example, a retailer or supplier). Where a chip and PIN Card is used, a PIN must be used to authorise a transaction unless the transaction is executed at a distance, for example over the internet, in which case other security details will be requested from you or the Additional Cardholder to authorise the transaction.

b You must not use your Card or the Account for any illegal purpose nor allow anyone else to do so. If you do, you will be responsible for such use and may be required to reimburse us and/or Visa or MasterCard®, for all amounts which we or they incur as a result of such use.

c You may ask us to issue a Card to an Additional Cardholder. You are responsible for all use of the Card by the Additional Cardholder, including any use in breach of this Agreement. You must ensure the Additional Cardholder complies with the relevant terms of this Agreement regarding the use, safeguarding and preventing misuse of the card. We will cancel any use of a Card by an Additional Cardholder on request if the Card is returned to us.

d Once you have your Card and the Card has been activated you may use it and draw credit under these terms and conditions. Credit may be drawn down earlier than this if we allow you to make a Balance Transfer before that time. You must not exceed your credit limit at any time. You may draw credit by using the Card to make Purchases, Cash Advances and we may allow you to make Balance Transfers. In determining your credit limit, we will take account of all factors which we reasonably believe to be relevant.

e We may allow other persons to make payments to the Account on your behalf.

f Promotional rates, other than introductory Promotional rates, are conditional upon you complying with certain terms of this Agreement. We may withdraw any Promotional rates that were not given when you applied for the Card and apply the applicable Standard Variable interest rate if you do not make a payment on time or go over your credit limit and do not rectify this within seven days of us asking you to do so.

g We may restrict the amount of any balance you may transfer or stipulate other conditions for the Balance Transfer. We will tell you when we do this.

3. Charges

a We will charge the Account with:

i All amounts incurred by the use of the Card and all interest, fees, charges and costs referred to in this Agreement;

ii our costs of seeking to enforce our rights under this Agreement, any costs we incur in tracing you, any costs of using a collection agency and any legal costs;

iii the amount of any tax or other duty imposed upon this Agreement or the use of your card(s).

b Except for gambling transactions, we will charge a cash fee for Cash Advances. The amount of the fee is set out at the start of this Agreement.

c Any non-sterling transactions (foreign currency transactions) are converted to Sterling by the card scheme (MasterCard or VISA) using wholesale market rates applying on the day conversion is made. You can find the current exchange rates by calling Card Services on 03457 404 404. We charge commission on foreign currency transactions at the rate specified at the start of this Agreement.

d We will charge a fee for making a Balance Transfer. The amount is set at the start of this Agreement.

e If you have not used your Account and Card for more than twelve months we may make a reasonable charge to your Account. We will give you 30 days' written notice before we do this. We remind you that you are free at any time to end this Agreement without penalty by giving us written notice.

f We will charge interest on unpaid insurance premiums charged to the account at the same rate which applies to the relevant transaction to which they relate or, if there is no relevant transaction, at the rate applying to Purchases.

g We may make a charge for any additional services we provide outside this agreement. We will tell you of these charges when you ask for the service.

4. Authorisations

a The use of the Card may be restricted or refused:

i if such use is causing, or would cause a breach of this Agreement;

ii if we have reasonable grounds for suspecting that you, any Additional Cardholder or third party has committed or is about to commit a crime or other abuse in connection with use of the Card or the Account;

iii as part of our procedures to prevent fraud or misuse of Cards.

You may be asked for further information, including verification of your identity, when we are asked to authorise a transaction; or

iv if you do not use your PIN when you use your chip and PIN card at a facility which requires you to use a PIN.

b You cannot rescind or revoke a Purchase or other transaction made by use of the Card or Card details once you have authorised the transaction to us or the payee (for example, a retailer or supplier). We will credit the Account with a refund only if the payee refunds us. We may charge the relevant rate of interest on such a transaction amount.

c Our authorisations process takes account of transactions which have been authorised by you and us but not yet applied to the account.

d When you place an order on the Internet with organisations who participate in Verified by Visa or MasterCard® SecureCode™ (designed to prevent fraud) you will be invited to register for the service applicable to your Card. If you do not do so, as part of our fraud prevention measures we may not authorise further Internet transactions with participating organisations.

e If a transaction is refused by us then we will give notice of this refusal via the supplier, retailer or other organisation with whom you try to make the transaction. If you or the Cardholder were not made aware of this refusal around the time of the transaction, you can seek details of the refusal by calling Card Services on 03457 404 404.

5. Repayments

a We will send you a statement each month (and this may be an online statement, by email or other electronic means where we have your consent to do so) if there are transactions or other movements on the Account and you must tell us immediately if anything on your statement is incorrect. You must pay us at least the amount shown as due for payment by the date indicated on the statement.

b Payments made by you will only take effect when received by us as cleared funds eg a cheque may take several days to clear after it is received by us.

c We may tell you at our discretion if you may miss making a monthly repayment but if you do so, you may pay more interest as a result and any interest free period will not be extended.

d You should not make payments that place the Account in credit. If you do, we may still restrict the use of the Card and the Account to the amount of your credit limit.

e If you make a payment late or not at all, interest will accrue on the unpaid amount at the rate for that part of the balance remaining unpaid.

f You can at any time repay all or any sums owing under this Agreement, subject to you making the minimum monthly repayment, by making payment to us by cheque or other appropriate method.

g Payments received are applied to pay off the minimum payment shown on your statement, then the remaining balance on your statement, then any items not yet included in a statement. We will apply your payment first to any payment protection insurance premium, then to categories of balances in the following order:

– Cash Advances

– Purchases and Balance Transfers not being charged at a Promotional rate

– Purchases and Balance Transfers being charged at a Promotional rate

In each category, interest and charges are paid first followed by the remainder of the balance.

6. Protecting the Card

a You and any Additional Cardholder must take all reasonable precautions to prevent the Card and the Card number, the PIN, your password, any internet password and internet identity number or any other security details for the Card or Account (the “Card Security Details”) from being misused or being used to commit fraud. These precautions include:

i sign the Card as soon as it is received and comply with any security instructions;

ii protect the Card and Card Security Details;

iii do not allow anyone else to have or use the Card;

iv destroy any notification of the Card Security Details;

v do not write down the Card Security Details nor disclose them to anyone else (other than any Additional Cardholder permitted to use them) including the police and/or our staff;

vi if you change your Card Security Details to make them more memorable to you, do not choose sequences of letters or numbers that may be easy to guess;

vii do not tamper with the Card;

viii keep Card receipts securely and dispose of them carefully; and

ix contact us about any suspicious matter or problem regarding the use of the Card at a terminal. We may disclose to the organisation that provides the terminal any information we consider necessary to resolve any such matter or problem.

b If the Card is lost, stolen or liable to be misused for any reason, you must tell HSBC Bank plc immediately on our 24-hour telephone number 03456 007 010 (textphone 03457 125 563) or +44 1442 422 929 (textphone +44 1792 494 394) from abroad (our address is Card Service Delivery PO Box 6001, Coventry CV3 9FP).

c Cards belong to us and must be cut in half and returned immediately if we ask you to do so in any of the circumstances set out in Clause 4a, or where there is any other valid reason.

d You must co-operate with us and the police to recover lost or stolen Cards and to investigate any unauthorised transactions. If you are asked to report unauthorised transactions to the police, you must do so immediately and in any event within seven days of being asked. If you recover the Cards you must not use them and should cut them in half and return them to us.

7. Misuse of the Card

If someone else obtains the Card or Card details with your, or any Additional Cardholder’s consent, you will be liable for any use made of the Card by that person or anyone else, even if you have not authorised it, until you notify us under Clause 6b. However, you will not be liable for any losses that arise from any misuse of the Card or Card details where they are used to buy goods or services remotely, such as over the Internet, by phone or mail order, subject to certain limited exceptions.

8. Variations

a We may, at our discretion, change any of the terms of this Agreement, including interest rates (and the APR) (either generally or on specific promotions only), the repayment date or amount, the statement date, Default Charges, fees or other charges, or introduce new terms. In particular, we may vary the interest rate(s) and the APR depending on our assessment of your ability to meet your financial commitments (including considering your credit history and information held about you by credit reference agencies) and how you conduct your Account from time to time. These changes would be personal to you and we do this to ensure there is a fair allocation of the risks and costs of borrowing between our different customers. Where any change is to your benefit, we will give you at least 7 days’ written notice of the change. Otherwise, we will give you at least 30 days’ written notice, unless Clause 9a applies.

b The reasons why we make changes to the terms of this Agreement include:

- a change in law, industry code or good banking practice;
- a change to the cost of providing services to you, including money market rates or bank base rates;
- as a result of a change to our way of doing business including the introduction of new technology;
- to reflect our policies on the competitiveness, market share and profitability of our business, where we are not acting dishonestly, for an improper purpose, to discriminate against a particular customer or as an unreasonable financial institution;
- to make the Agreement clearer to you; or
- any other valid reason.

c If we change the terms of this Agreement, we may change your Card, Account number and PIN and cancel the Card that your new Card replaces. The balance on the Account will become subject to the new terms. If we do this we will give you 30 days’ written notice.

d If you are unhappy with any changes made by us under this Clause 8, you may end this Agreement by giving us notice under Clause 9c before the change takes effect.

9. Restricting Card use and ending this Agreement

a This Agreement has no fixed or minimum duration, however we may cancel or suspend the use of the Card for all or any purposes or refuse to replace or reissue the Card if:

i we believe that there is a significantly increased risk that you may not be able to fulfil your duty to repay the credit in line with this Agreement and this includes situations such as you going bankrupt or having similar proceedings taken against you, if any of the information you gave us when you applied for the credit is found or suspected to be to be untrue, your bank account with us or any member of HSBC Group is frozen, if adverse information is received from credit reference agencies or if you die;

ii we have reasonable grounds for suspecting fraudulent or unauthorised use of the Card; or

iii we have reason to believe that the security of the Card or Card details has been compromised.

b We may end this Agreement in any of the circumstances set out in Clause 9a, or if you seriously breach the terms of this Agreement (for example, if you do not make repayments on time or at all) and demand repayment of the balance on the Account, in each case we will serve on you any notice required by law.

c This Agreement has no fixed duration, however it will also end when either of us gives notice in writing to the other and where you end this Agreement, when you return to us all Cards. We will give you 2 months notice if we end this Agreement under this Clause 9c.

d If this Agreement ends:

i you must ensure there is no further use of the Card, and cancel any payment authorities and standing orders;

ii you will be liable for transactions made before or after this Agreement ends (apart from any referred to us for authorisation after it ended);

iii the terms of this Agreement will continue to apply until we have been paid in full; and

iv we may require immediate repayment of the balance on the Account.

e If you have a Platinum Credit Card with Annual Travel Insurance, the insurance cover will end when this Agreement ends. The annual fee is not refundable.

f On your death, the obligations under this Agreement will continue until all Cards have been cut in half and returned to us and the balance on the Account has been paid. Any Additional Cardholder must immediately stop using the Card and must return it to us cut in half.

10. General

a We may at any time transfer our rights and/or our obligations under this Agreement to someone else. If we do this, it will not affect your rights and/or your obligations. You may not transfer any of your rights and/or obligations.

b Any security given by you to us does not apply to this Agreement.

c We may, at our discretion, relax any of the terms of this Agreement but we shall still be entitled to strictly apply them again at any time.

d If you have a dispute with someone else over a transaction made with your Card, you must keep making payments to us while you are resolving it.

e We may use any credit balance on any other account you hold with us, to reduce or repay any sums you fail to pay under this Agreement. We will give you a reasonable opportunity to pay the outstanding sums before we do so. We will tell you as soon as possible after we do so.

f We will not be liable to you for any loss due to:

i any failure or delay in providing our service caused by strikes, industrial action, failure of power supplies or computer equipment or other causes beyond our reasonable control;

ii anyone else or any cash machine not accepting or retaining your Card, or the way in which any such non acceptance is conveyed to you.

g This Agreement is governed by English law and you agree that any legal case concerning this Agreement will be heard by courts of England and Wales.

h We are required by law to tell you that the terms of this Agreement are in English and that we will communicate with you at all times in English. You may at any time during the term of this Agreement request a copy of this Agreement.

i You must notify us immediately if you change any of your name, address, telephone number or your email address.

j Any Additional Cardholder has no right under the Contract (Rights to Third Parties) Act 1999 to enforce any term of this Agreement.

k To facilitate debt recovery overseas, we may appoint another member of the HSBC Group to act on our behalf.

11. Your information

Confidentiality

a Information we hold about you will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- we are legally required to disclose,
- we have a public duty to disclose,
- our interests require disclosure,
- the disclosure is made with your consent,
- as set out in the terms below.

Credit Reference Agencies

b We may share information with credit reference agencies (CRAs) to verify your identity and suitability for an account, using information from the Electoral Register and other public sources. We may use details of your credit history to assess your ability to meet your financial commitments.

c The CRAs will record details which will form part of your credit history whether or not you proceed with your application and if you make several applications within a short period of time, this may temporarily affect your ability to obtain credit. Where you have agreed, we may share details of how you manage any current accounts or borrowing from us with CRAs.

d If we make demand for repayment following default and you fail to repay the sum due in full or to make and keep to acceptable proposals for repayment within 28 days, we may (in the absence of any genuine dispute about the amount owed) register the default with the CRAs which may affect your ability to obtain further credit.

Crime Prevention and Debt Recovery

e To prevent crime, verify your identity, recover debt and to meet our legal obligations, we may exchange information (both within the UK and, where appropriate, overseas) with other members of the HSBC Group and where appropriate, with fraud prevention, law enforcement, debt recovery agencies and other organisations including other lenders.

f If you give us false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Please refer to clause 11n for more information regarding the use of data by fraud prevention agencies.

Data Processing

g The HSBC Group may use and share relevant information about you, your transactions and your relationships with the HSBC Group for credit assessment, customer service, market research, insurance, audit and administrative purposes. This may include information provided by you, or someone acting on your behalf. Where appropriate (for example if you have relationships

with other HSBC Group Companies in other countries), this information may be shared with HSBC Group Companies outside the UK.

h We may use other HSBC Group companies and/or third parties to provide services on our behalf which may include the processing of information about you.

i Whether it is processed in the UK or overseas, in accordance with data protection legislation, your information will be protected, by a strict code of secrecy and security which all members of the HSBC Group, their staff and any third parties are subject to.

j Information may also be processed for the purposes of complying with applicable laws, including anti-money laundering and anti-terrorism laws and regulations and fighting crime and terrorism. This may require the disclosure of information to a UK or overseas governmental or regulatory authorities or to any other person we reasonably think necessary for these purposes.

k We may provide information about you and the conduct of your account to any additional cardholder and to any person to whom we transfer our rights and obligations under this agreement.

Information about Products and Services

l If you agree, the HSBC Group may use and share relevant information about you, your transactions and your relationships with the HSBC Group, to give you information about products, services (including mortgages) and promotions, available from HSBC Group companies and those of selected third parties which may interest you by post, telephone electronic and other means. The HSBC Group may also exchange, analyse and use relevant information about you in the way described above to ensure that promotional content displayed to you on screen when you log on to HSBC Group websites is more likely to be relevant and of interest.

We will ask you whether you are happy for us to contact you about such products and services or use what we know about you to help decide what we display to you on our websites, when you open an account. If you change your mind at any time please let us know.

Miscellaneous

m Under data protection legislation, you can make a written request for a copy of certain personal records we hold about you. The current fee is £10.00 per request from each individual.

n Further details explaining how information held by CRAs and fraud prevention agencies may be used is set out in a leaflet entitled 'Credit Scoring, Credit Reference and Fraud Prevention

Agencies' available on our website hsbc.co.uk or can be requested from branches or by phoning 0800 587 7008 (Textphone 0800 0283 516). Please call this number if you require details of the CRAs and fraud prevention agencies we use. Lines are open 8.30am to 6.30pm Monday to Friday (excluding Bank Holidays).

o To ensure that we carry out your instructions accurately, to help us to improve our service and in the interests of security, we may monitor and/or record your communications with us. Any recordings remain our sole property.

p We will obtain your written consent before providing a banker's reference about you, however, if we receive a request from another financial services institution we will provide information required to verify your identity for money laundering prevention purposes.

Additional Information for credit card products and services

q For products (such as insurance) that are not provided by the HSBC Group, we will exchange information about you and your account in relation to that product with the chosen product provider(s). This will include changes to your name, address, card number and other relevant information (including secondary card holder/additional policy holder details). Details of the product provider(s) used are included on this form. With the HSBC Group's approval, product provider(s) and their associated companies and agents will also process information about you, including sensitive data such as health records, in the manner described above, to the extent necessary for providing you with the product described (such as when making decisions about your eligibility for cover, assessing claims, undertaking crime prevention measures and passing information to regulators and/or ombudsman). In this context, 'we' and related words and phrases include the product provider. If you require details of any fraud prevention agencies used by our product provider(s) please call 0800 587 7008 (Textphone 0800 0283 516).

Complaints Procedure

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 then investigate the situation and, if necessary, set about putting matters right as quickly as possible. In addition, we will take steps, where appropriate, to prevent a recurrence. Please allow your branch manager or the manager of the department concerned the first opportunity to answer your concerns and put matters right. However, if you remain dissatisfied and would like further information about our process for resolving complaints please ask for our explanatory leaflet 'Listening to your comments'.

If we are unable to resolve your complaint to your satisfaction you may then complain to the The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: 0800 023 4567. Email complaint.info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk

HSBC Bank plc

HSBC Bank plc is established at 8 Canada Square, London E14 5HQ which is its registered office. HSBC Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are a financial services organisation and banking institution. The Financial Conduct Authority is the supervisory authority under Consumer Credit Act 1974. Its address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. HSBC Bank plc is entered in the Financial Services Register under reference number 114216. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Important Information

Right of withdrawal – You have the right under section 66A of the Consumer credit Act 1974 to withdraw from this Agreement, without giving any reason, during a period beginning the day after you have received your Card and notice of your credit limit and ending after 14 calendar days. You can withdraw from the Agreement by sending written notice of the cancellation to HSBC Bank plc at Card Service Delivery, PO Box 6001, Coventry CV3 9FP or by calling 03457 404 404. If you withdraw from the Agreement you will have to repay to us the credit you have taken under the Agreement and pay to us any interest accrued on that credit at the applicable rate for the transaction(s) without delay and in any event no later than 30 calendar days after giving notice to withdraw. You can do this by cheque or any other appropriate means. Where you use your Card during the 14 day withdrawal period, if you ask us we will inform you without delay of the amount of interest payable per day.

Goods and Services – If you purchase any item of goods or services costing between £100.00 and £30,000.00 using credit under this Agreement then if, for example, the goods fail to arrive or are not of satisfactory quality or there was a misrepresentation by the supplier regarding the goods then you may have a right of redress against us as well as the supplier.

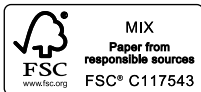
Missing Payments – Missing payments could have consequences such as making obtaining credit more difficult and could result in legal action to recover any debt owed under this Agreement.



The following Direct Debit Guarantee applies to customers opting to make credit card repayments by Direct Debit.

The Direct Debit Guarantee

- The Guarantee is offered by all banks and building societies that accept instruction to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit HSBC Bank plc, Card Services will notify you (normally 10 working days) in advance of your account being debited or as otherwise agreed. If you request HSBC Bank plc, Card Services to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by HSBC Bank plc, Card Services or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when HSBC Bank plc, Card Services asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify HSBC Bank plc, Card Services.



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Issued by HSBC Bank plc

Customer information: PO Box 6201, Coventry CV3 9HW