

HSBC Credit Card Terms

Effective 28 February 2025

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Part A: Our Credit Guide


Credit Guide – HSBC Bank Australia Limited

What's this document and what does it apply to?

This credit guide belongs to HSBC Bank Australia Limited ABN 48 006 434 162 ("we", "our" or "us") Australian Credit Licence 232595, and provides important information that applies to all our credit cards.

If you have questions about this credit guide or our credit card products, you can contact us:

 GPO Box 5302 Sydney NSW 2001

 132 152

 www.hsbc.com.au

What if the credit is unsuitable?

Then by law we're not allowed to enter into a credit contract, or increase your existing credit limit, if the credit is 'unsuitable'.

When will credit be unsuitable?

The credit contract or credit limit increase will be unsuitable if:

- it doesn't meet your requirements and objectives; or
- you're likely to be unable to comply with the financial obligations; or
- you could only comply with your financial obligations with substantial financial hardship (for example, by selling your principal place of residence); or
- the regulations that apply to consumer credit contracts that we have to comply with deem the credit contract or credit limit increase to be unsuitable.

How do we assess if the credit will be unsuitable?

We must make reasonable inquiries about your requirements and objectives in relation to the credit contract, and your financial situation, and take reasonable steps to verify your financial situation. We must make an assessment about whether the credit contract, or the credit limit increase, will be unsuitable for you.

What if we approve your credit?

Then you may request a free written copy of your assessment up to seven (7) years after the credit contract date or credit limit increase.

When do we have to give you the written assessment?

If you request a copy of the written assessment:	Then we'll give it to you:
Before you enter into the contract or the limit is increased	Before you enter into the contract or we increase the limit
Within 2 years of you entering into the contract or the limit is increased	Within 7 Business Days
After 2 years of you entering into the contract or the limit is increased	Within 21 Business Days

When don't we have to give you the written assessment?

We don't have to give you a copy of the written assessment if we decline your application, or we don't proceed with lending to you or increasing your limit.

What if you've got a complaint?

Please let us know and we'll do our best to resolve your complaint efficiently, honestly and fairly to your satisfaction.

You can contact us:

- ✓ Through a branch.
- ✓ By calling 1300 308 188 (toll free) or +61 2 9005 8181 (from overseas, you may be charged by the telephone provider).
- ✓ If you are d/Deaf, hard of hearing or have a speech communication difficulty you can contact HSBC Australia through the National Relay Service (NRS) and provide 1300 308 188. More information about the NRS and their services can be found at <https://www.accesshub.gov.au>.

Please note, you will need to be an Australian resident and have registered with NRS prior to using the service. International call charges will apply if you are calling NRS from overseas.

- ✓ By emailing our Customer Relations Team at customerrelationsaustralia@hsbc.com.au or by mail at HSBC Bank Australia Limited, GPO Box 5302, Sydney NSW 2001.

We aim to resolve most issues within 5 days of receiving your complaint. If we're unable to resolve your complaint within 30 days or in some cases 21 days (depending on what the complaint is about) of receiving it, we'll write to you and inform you of the reasons for the delay. Please refer to clause 55 ("Complaints and investigations") of the Personal Banking Booklet for more details.

If you're unsatisfied with our resolution or our complaints process, you may contact the Australian Financial Complaints Authority (AFCA). This is a free service established to provide you with an independent mechanism to resolve specific complaints. AFCA can be contacted by mail: GPO Box 3 MELBOURNE VIC 3001; by phone at 1800 931 678; by email at info@afca.org.au; and online at www.afca.org.au

Part B: Credit Card Terms

HSBC Bank Australia Limited ABN 48 006 434 162

GPO Box 5302 Sydney NSW 2001

Australian Credit Licence 232595

At HSBC we’re committed to delivering the best service outcomes to all our valued customers.

You must read these terms and conditions carefully.

Important note: You accept these credit card terms by activating your card or asking us to do a balance transfer. If you don’t agree with these terms, don’t activate your card or ask us to do a balance transfer.

These terms and conditions apply to all HSBC credit card accounts.

1. What are the Product Terms?

The table below lists the documents that make up the “Product Terms” and form part of your agreement with us for the purpose of your credit card account(s). Please refer to the Personal Banking Booklet for what constitutes the “agreement”.

These Credit Card Terms do not contain all the information we are required to tell you. They must be read with the other documents that form the agreement. The agreement will apply to all transactions on your credit card account.

Document	Type of information
These Credit Card Terms	Important information about operating your credit card account.
Offer document	Your credit limit and attaches the credit card schedule, these Credit Card Terms and the Personal Banking Booklet.
Credit Card Schedule (attached to the offer document above)	Important precontractual information about the interest rate(s), fees and charges and other details.

Supplemental terms apply if your credit card has additional features such as a special promotion or other promotion, a balance transfer, Instalment Plan or a reward membership program, airport lounge access program or the HSBC Instant Savings membership. We will provide these to you when you apply or are eligible to apply.

If there is any inconsistency between these Credit Card Terms and any of the supplemental terms, then, to the extent of the inconsistency, the supplemental terms prevail.

We're also required to provide you with an important information statement. This is in Part D of these Credit Card Terms. Please read it carefully.

2. When will this agreement begin and end?

This agreement will start when you activate your credit card or ask us to do a balance transfer.

You can activate your credit card by:

- ✓ adding the credit card to a digital wallet
- ✓ phoning and asking us to activate the card
- ✓ activating the credit card using our online or mobile banking service

This agreement does not have a fixed end date, but you and we can end it as these Credit Card Terms describe.

Using your Credit Card Account

3. How can you use your credit card account?

You can use your credit card to make payments and other transactions up to the credit limit we have given to you, or another amount if we agree, and up to any transaction limits you have put on your credit card account. Depending on how you use your card, you may be required to also use your PIN or other security feature. Other financial institutions and merchants may also set limits. We may reduce your credit limit at any time in accordance with clause 4 (“How can your credit limit be changed?”) of these Credit Card Terms or change your transaction limit at any time to protect you or us, and we’ll tell you after we do this.

You must secure your PIN and other security features. See the section “Security” of the Personal Banking Booklet for guidelines about keeping up security, and who is responsible for loss if you don’t follow the security terms.

Using your account	
BPAY®	<p>To make a BPAY® Payment, you must tell us:</p> <ul style="list-style-type: none">• the biller information;• the account to which the payment is to be made;• the amount to be paid; and• any other information we may reasonably require to make the payment. <p>We’ll charge the amount of the BPAY® payment to your account.</p> <p>You’ll need to make sure the information you give us is correct as we’ll make the BPAY® payment using those details.</p>
Phone Banking	<p>You can access this using the details we give you – usually your personal banking number (PBN) or card number and your access code.</p> <p>If you change any of these details, the new ones may also apply to other accounts or credit cards you have with us.</p>

Using your account	
Mobile Banking	You'll need to register to use these services.
Online Banking	
Credit Cards Online	We'll give you access directly through the online banking service.

4. How can your credit limit be changed?

You can ask us at any time to consider increasing, or to reduce your credit limit (including reducing it to zero). You can't ask us to reduce your credit limit to an amount that is less than all you owe – see clause 11 ("How much do you have to pay us?") of these Credit Card Terms for what we mean by all you owe. For example, if all you owe is currently \$3,000 you can't ask us to reduce your credit limit to be \$2,000 without first repaying \$1,000.

You can reduce your credit limit:		
By phoning us	By writing to us	By taking the below steps using the online banking service
Phone us on 132 152	Write to us at: HSBC Credit Cards Operations, GPO Box 5302, Sydney NSW 2001.	<p>Step 1</p> <p>Log into the online banking service and go to 'Credit Cards Online'.</p> <p>Then select 'Manage your Account', then 'My Cards' followed by 'Decrease Credit Limit'.</p> <p>Step 2</p> <p>Enter your details to complete the 'Credit Limit Decrease Request' form.</p> <p>Step 3</p> <p>Review and confirm the details of your request before submitting it to us.</p> <p>After you submit your credit limit decrease request to us, a screen showing your request has been submitted will appear.</p>

You can request a temporary credit limit increase:	
By asking us (a formal request)	By authorising a transaction that will take your credit card account over the credit limit if we allow it (an informal request)

We don't have to agree to your request and we won't increase your credit limit if we think you can't afford the requested increase.

If we agree to an informal request, we'll increase your existing credit limit to cover the transaction.

We can reduce your credit limit: Acting reasonably, we may decide to reduce your credit limit or not provide you with any further credit because of any of the following:
--

- You're in default under another credit contract with us, or another credit provider.
- You're in default under this agreement that has been unremedied for 30 consecutive days.
- You're using your credit card in a way that's reasonably likely to cause loss or harm to you or us.
- We need to do so to comply with our legal or regulatory obligations or a regulator requires us to.
- It is reasonably necessary to protect our legitimate interests.

We'll tell you if we do this as soon as practicable after we decide to reduce your credit limit. Your obligations under this agreement will continue until you pay us all you owe in full. You must continue to pay the amounts we tell you need paying in each statement.

5. Who can use the credit card account and how?

You, and any person that you have authorised to be an additional card holder, can use the account for the following types of transactions:

Transaction	Primary cardholder	Additional cardholder
Pay for a purchase	✓	✓
Make a BPAY® payment	✓	✓
Obtain cash or make a cash related payment (such as buying travellers cheques or foreign currency, buying lottery tickets, purchasing money orders or transfers made at your request). Your credit card schedule tells you about any limit on the amount of cash via an ATM you can withdraw each day.	✓	✓
Make a special promotion	✓	✓
Make a credit balance transfer by asking us to send a payment from your account to reduce or repay an amount you owe for a credit card with another lender	✓	✗

If you allow an additional cardholder to use a credit card, you agree that each additional cardholder can use the credit card in the same way as you (except as noted in the table above). We do not have an agreement with any additional cardholder. You are responsible for their use of the credit card account (including any use that makes you not comply with this agreement) and for all transactions on their additional card as though they were made by you except to the extent the use or transaction is caused by our mistake, our fraud, our negligence or our wilful misconduct. For example, if an additional cardholder makes a transaction that takes the amount on the account over the credit limit you will be liable. They will also be able to access any transactional information about your credit card account. We recommend you provide them with a copy of these terms, the Personal Banking Booklet (including any updates) and Part C: Important Information about your Credit Card, of these Credit Card Terms.

If you want to cancel an additional card, you must tell us as soon as possible by calling us on 132 152 or visiting one of our branches. We recommend that you cut the additional card in half across the chip for additional security. You're responsible for the use of that additional card up to when you tell us to cancel it except to the extent the use or transaction is caused by our mistake, our fraud, our negligence or our wilful misconduct.

6. How do you authorise transactions?

We'll assume a payment is authorised by you or an additional cardholder if the card, card number, card security code and/or PIN, biometric data or other security details we've provided you have been used. You must tell us immediately if your credit card or security details have been lost, stolen or compromised – see clause 26 ("What must you do to keep your details safe?") of these Credit Card Terms. Please refer to the section "Security" of the Personal Banking Booklet for security guidelines and your and our liability.

You and any additional cardholder must not:

- (a) use the credit card or credit card account for any illegal or business purpose (or allow anyone else to do so); or
- (b) go over your credit limit, unless we allow you to.



When working out whether a transaction you want to make is within your credit limit, we take account of transactions which we have already authorised but have not yet charged to the account. For example, if you have \$150 left within your credit limit and we give a hotel authorisation for a payment of \$100, we may not allow more than \$50 to be spent on the account until the authorisation is cancelled.

7. When will we give refunds for payments you have authorised?

If a merchant gives you a refund for a purchase, we'll only credit it to the account when we have processed the refund. Until then we will charge the relevant rate of interest on the purchase. If you think a merchant has refunded you with the incorrect amount, please contact the merchant first. If you can't resolve it with the merchant, you can dispute the original transaction – see clause 55 ("Complaints and investigations") of the Personal Banking Booklet.

Where the transaction was made in a foreign currency, we will apply the refunded amount to your account in Australian dollars by converting the refunded amount at the exchange rate that applies in accordance with clause 10 ("Can you make an international transaction?") of these Credit Card Terms on the date we process the refund.

8. Can we refuse to accept a payment, authorise a transaction or suspend your right to use the account?

Yes, we may. Our rights for when we can do this are covered in:

- clause 20 ("When are you in default and what are the consequences?") and clause 21 ("When can we suspend or cancel your credit card account or not process a transaction?") of these Credit Card Terms; and
- clause 10 ("When we will and won't act") and clause 16 ("Blocking payments, payment devices, services and accounts and temporary transaction limits") of the Personal Banking Booklet.

9. Can you set-up, change or cancel a regular payment arrangement?

Yes, you can give another person authorisation to automatically debit your credit card on a regular basis. This is known as a 'regular payment'. Keep a record of the arrangement you're paying.

To change or cancel a regular payment, make sure you contact who you're paying at least 15 Business Days before the next scheduled payment and tell them you want to change or cancel it. You should keep a copy of your request to them. Please see clause 11 ("Making payments on business days") of the Personal Banking Booklet for what is a 'Business Day'.

This will help if you need to raise a payment dispute. We will continue making the payment until it has been changed or cancelled by them.

Update who you’re paying with your new credit card details as and when they change. It’s important to do this so to ensure payments continue and you avoid any penalties or termination of your agreement with them – we aren’t responsible if any of this happens.

Clauses 18 (“Payments from your account”) and 19 (“Cancelling or changing payments (other than cheques)”) of the Personal Banking Booklet have important information on regular payments and how to cancel them.

10. Can you make an international transaction?

You make an international transaction by:

- using your credit card outside of Australia;
- buying online goods from an offshore seller, even if they show the price in Australian dollars; or
- buying goods from an Australian seller, but where their financial institution or payments processor is located offshore; or
- making a transaction in a currency other than Australian dollars; or
- withdrawing funds from an international ATM.

When you make an international transaction, it will be converted to Australian dollars on the day that the card payment scheme processes it using their scheme exchange rate. You may be charged currency conversion rates by the Visa or Mastercard schemes. The following tools may help you estimate the total cost of your online purchase:

Visa exchange rate calculator	https://www.visa.com.au/travel-with-visa/exchange-rate-calculator.html
Mastercard Currency Converter	https://www.mastercard.us/en-us/consumers/get-support/convert-currency.html

We may charge you fees and charges including an overseas transaction fee. Your credit card schedule lists what fees and charges we will charge you. Clause 21 (“Foreign currencies”) of the Personal Banking Booklet applies to these Credit Card Terms where applicable.

Making payments

11. How much do you have to pay us?

You agree to repay to us all you owe.

All you owe

This is everything you owe us including your used credit, charges, fees and interest and any other amount we are entitled to charge you.

We'll give you a statement monthly showing all you owe, and the minimum payment you need to make to us for that month, unless the law or regulations say we don't need to. We explain how we calculate the minimum payment due in the credit card schedule and this is different for each type of credit card. We'll also tell you in your statement about any overdue payments and the amount you owe us that's above your credit limit.

You (or your estate in the event of your death) will remain responsible to repay us all you owe.

If we make subsequent changes to your account to reflect any adjustments, for example refunds, disputed amounts or mistaken payments, this may change all you owe and we may reissue a statement or reflect it in your next month's statement.

12. When do you need to pay us by?

You need to pay us each of the following at the following times:

If your current statement says:	Then you'll need to pay this:
Minimum payment	by the payment due date
Instalment Plan amount	by the payment due date
Overdue amount	immediately
An amount over your credit limit	immediately



We won't treat refunds, chargebacks or cash backs as part of the minimum payment. Only amounts you pay us will be treated as part of the minimum payment.

You need to make sure your payments are received by us on time. To meet your payment due date, you may need to make an early repayment to allow for processing time, for example, cheque clearance times, or slower processing on non-Business Days. You can find out how to make sure payments reach us on time by reading the back of your statement.

If you don't pay us on time, you'll be in default under this agreement – see clause 21 ("When can we suspend or cancel your credit card account or not process a transaction?") of these Credit Card Terms and we'll charge you late payment fees. For interest on the unpaid and overdue amounts, see clause 16 ("How do we work out and charge interest?") of these Credit Card Terms for further details.

You can pay more than the minimum payment or pay additional payments at any time. This will reduce the amount of interest you have to pay.

You must try not to pay more than all you owe. If you do, your account may go into credit balance – please see your credit card schedule.

We may refund any credit balance on your account by transferring it to another account you hold with us or another financial institution, or, if your account has been inactive, remit the credit to the Government's unclaimed money account to comply with the law. We do not pay you interest on any credit balance.

Payments must be in Australian dollars.

13. How do we apply payments?

We apply your payment to your credit card account when we receive it. We treat your payment as being received when it is cleared.

Payments are applied toward your last statement's closing balance until it's fully paid. We'll first pay off what's in the last statement that has the highest rate of interest, down to the lowest rate. We'll then pay off what's in the current statement period in that same order.

You can request us to apply your payment in a different way and if we agree to this we will do so.

If you make multiple payments in the billing period, they will be treated separately in the order we receive them.

14. What happens if you raise a claim or dispute against a supplier?

If you have raised a dispute directly with a merchant over a transaction, you must keep making payments to us while you're resolving it. We're not responsible for goods or services obtained using your credit card.

Please see clauses 7 ("Incorrect, unauthorised and mistaken internet payments") and 55 ("Complaints and investigations") of the Personal Banking Booklet for steps you can take if you have a dispute with a supplier.

Any refunded payment that is returned is credited to your account in accordance with clause 7 ("When will we give refunds for payments you have authorised?") of these Credit Card Terms.

Our fees, charges and interest

15. What are our interest rates, fees and charges?

Fees and charges that apply are set out in your credit card schedule. Also see clause 29 ("Collecting fees and charges") of the Personal Banking Booklet.

You can contact us or check our website at www.hsbc.com.au under the relevant credit card for current interest rates, fees and charges.

We may also pass on to you our reasonable enforcement and recovery costs, for example, our reasonable legal fees, court fees, and the reasonable costs of our staff and representatives.

16. How do we work out and charge interest?

Interest starts to apply to your credit card account balance daily, depending on the type of transaction. Your daily interest rate is calculated by dividing your annual interest rates applicable at the time by 365.

Types of transactions

As you use your credit card, we'll categorise your transactions as shown in the table below. We work out interest on each category separately, and then add the interest from all categories together. This forms the interest that you will be charged for that month on the payment due date, which will be shown in your statement. Interest starts to apply for each category as follows:


	What this includes	We'll start to work out interest on it from
Cash Advance	where you withdraw cash from your credit card account	the date of withdrawal
	using your credit card to gamble (if we allow it)	the date you make the purchase
	using our online banking service to transfer money from your credit card account to another account	the date you make the transfer
	any other transaction that is treated as a cash advance by the Visa or Mastercard schemes (as applicable) – we don't control this	the date of your transaction
	cash advance fee	the date we charge the fee to your credit card account
	fees charged so we can give you the cash advance (e.g. ATM fees)	
	interest charged on your cash advance balance	the day after interest on cash advances are charged to your credit card account
	special promotions after the end of the special promotion period	the day after the end of the special promotion period

	What this includes	We'll start to work out interest on it from
Purchase	purchases (doesn't include gambling, which we treat as a cash advance if we allow it, special promotions and other promotions)	you don't have to pay interest if you have an interest free period and repay all you owe by the payment due date in your statement OR where you've lost your interest free period because you haven't paid all you owe by the payment due date in your previous statement, interest will be charged from: <ul style="list-style-type: none">• the day after the payment due date in your previous statement for purchases you made in the previous statement period; and• the day you make a purchase in the current statement period OR the day you make it, if you don't have an interest free period. (In this section, 'all you owe' has a different meaning. See 'Important information about purchase interest free periods' below)
	fees and charges (that aren't included elsewhere)	the day after interest on purchases is charged to your credit card account

	What this includes	We'll start to work out interest on it from
Special Promotion	something we've agreed is a special promotion (such as where you apply for a credit card and make the first purchase on it at a merchant that offers the special promotion) or a balance transfer	<p>the day after the day the special promotion ends, if your special promotion doesn't have an interest rate during the special promotion period</p> <p>the day the special promotion starts, if your special promotion has an interest rate during the special promotion period</p>
	any special promotion interest charged during the special promotion period	the day after interest on your special promotion is charged to your credit card account

How do we work out interest for cash advances during a statement period?

Each time you do a cash advance, interest is calculated on that cash advance from the date of the cash advance until it is repaid in full. Interest is worked out by applying the daily equivalent of the annual interest rate that applies to cash advances as applicable.

 For example, if your annual interest rate for cash advances is 4% per annum, and you do a \$100 cash advance on 5 January, then each day starting from the end of the day on the 5th, the daily equivalent of 4% p.a. will apply to that cash advance until it is repaid in full. The daily equivalent is calculated by dividing 4% by 365. Under this example, the interest applicable on 5 January is:

$$\$100 \times (0.04/365) = \$0.010959$$

The daily interest applicable to each day in a statement period will be added together on the last day of the statement period, charged to your account on the last day of the statement period, and will appear on your statement for that period.

How do we work out interest for each purchase during a statement period?

Each time you make a purchase with your credit card, interest will start to apply from the date described in the table above until the date on which the purchase is repaid in full.

Important information about purchase interest free periods

1. If you have an 'interest free period' (e.g. up to 55 days' interest free) on purchases (these purchases don't include special promotions or other promotions), the interest free period starts on the first day of your statement period, and not on the day on which you made the purchase. It ends on your payment due date for that statement period.
2. If you don't pay all you owe by the payment due date, you will lose your interest free period for the next statement period:

For example, if you don't pay all you owe in relation to a statement period (**month 1**) by the payment due date, all purchases you make in the next statement period (**month 2**) will attract interest from the end of the day of the purchase date.

'All you owe' in this clause 16 only

In this clause 16 only, when it comes to paying 'all you owe', we won't include special promotions during a special promotion period.

This means you'll keep your interest free period on purchases (that aren't special promotions in their special promotion period) if you don't pay the full balance of any special promotions or other promotions you have.

3. If you have lost your interest free period, you can get it back by paying all you owe on the payment due date.

Your purchase will appear on your statement for the statement period. If you don't repay the purchase balance in full by the payment due date, interest on that purchase will start to apply to any unpaid part of the purchase the next day and continue until you pay off that purchase.

For example, if you make a \$100 purchase on 5 January, your statement period starts on the 1st of each month, and an up to 55-day interest free period applies to purchases, the following could happen:

If you pay all you owe by the payment due date and have an interest free period:	If you only pay your minimum payment by the payment due date:	If you do not pay all you owe by the payment due date:	If you've lost your interest free period or don't have an interest free period:
<p>You repay the \$100 in full and no interest applies to the purchase.</p> <p>You keep your interest free period for the February statement period.</p>	<p>Assume you only end up repaying \$30 of the purchase.</p> <p>From the day after the payment due date, you will be charged interest on the remaining \$70 at the applicable purchase rate until the \$70, and any interest, is repaid in full.</p> <p>You will lose your interest free period for the February statement period.</p>	<p>From the day after the payment due date, you will be charged interest on the balance owing until you have paid this in full, inclusive of any interest that we charge.</p> <p>You may also be charged a late payment fee, which will also attract interest from the day we charge this fee.</p> <p>You will lose your interest free period for the February statement period.</p>	<p>Interest applies on your purchase balance from the first day of the next statement period where you've lost your interest free period.</p> <p>Interest applies on purchases from the date of purchase where you don't have an interest free period.</p>

How do we work out interest on special promotions?

We work out interest on special promotions as follows:

If you've taken out a special promotion:	Then from the day you take out the special promotion until the end of the last day of the special promotion period:	Then from the day after the last day of the special promotion period:
That has a special promotion rate of 0% p.a.	Interest may not apply on the special promotion, depending upon the special promotion offer.	The cash advance rate will apply on the unpaid balance of the special promotion because you haven't paid it off by the end of the last day of the special promotion period.
That has a special promotion rate of more than 0% p.a.	Interest at the special promotion rate contained in the special promotion offer will apply.	
You should pay off the unpaid balance of your special promotion by the last day of the special promotion period, so you don't get charged higher interest after that date.		

HSBC Credit Card Repayment Protection Insurance

This clause only applies if you are an existing customer with this product. We do not offer this product to new customers.

17. Credit Card Repayment Protection Insurance

This insurance is provided by a third party: AIA Australia Limited. You must contact them directly if you have a claim.

We will add your insurance premium to your credit card account.

We will place a temporary block on your credit card until the end of the claim period if AIA Australia Limited tell us your claim has been approved. During this period, you won't be able to use your credit card, and all payments made using your credit card will be stopped. You will need to make alternative arrangements for your payments – we are not responsible for this. Interest will continue to apply in accordance with clause 16 (“How do we work out and charge interest?”) of these Credit Card Terms.

Changes to your agreement

18. Can we change your credit card?

Yes. Your credit card is our property. We can do any of the following:

- provide you with a replacement or substitute credit card if we rebrand your credit card product;
- offer you with a replacement or substitute credit card after reviewing your personal circumstances, if your relationship with us changes or in accordance with any applicable laws;
- change the credit card scheme; and
- keep hold of your credit card where it is reasonably necessary to do so to protect you or us.

We'll tell you about the features of the credit card when we send you the replacement. We will also replace your credit card when it is due to expire.

19. What changes can we make?

Changes to terms that are personal to you

If we change our view of your ability to repay us because of information we get from credit reporting bodies or the way you manage the account (for example, because you often pay us or other lenders late), we may change (unless we are aware that you're at risk of financial difficulties) or waive the rates that apply to you. We may also reduce your credit limit. Any changes or waivers will only apply for the specific period we have communicated to you. The terms under this agreement will still apply unless we agree otherwise.

Changes to rate, charges and other terms for particular reasons

We may change interest rates, fees and charges, and other terms of this agreement. The reasons for making changes, the notice period we will give you before a change and how we will tell you are outlined in the section “Changes to your agreement” of the Personal Banking Booklet.

20. When are you in default and what are the consequences?

Events of default

You'll be in default under this agreement while any of the following things occur or continue to occur:

- You haven't made a required payment under this agreement.
- We reasonably believe you have fraudulently entered into this agreement.
- You are insolvent, are unable to meet debts as they fall due, go into voluntary administration, are subject to another insolvency process or arrangement, or no longer have legal capacity.
- Another lender takes legal action against you or your assets, and we're required to take action to protect our legitimate business interests.
- We have a reasonable belief that you haven't complied with the law or a government requirement which potentially materially affects us.
- It becomes unlawful for you or us to continue under this agreement.
- You use the credit card for a purpose materially different from what we've approved.
- You give us information or make a representation or warranty to us which is materially incorrect or misleading, including where you've omitted to tell us something, and we've relied on this to our detriment.
- There's a material change to your financial situation which we reasonably believe will affect your ability to meet your obligations under this agreement, such as your death, incapacity, insolvency, or enforcement action by a creditor.

Consequences of default

We will generally write to you to tell you that you're in default under this agreement, what you need to do to fix it and what will happen if you don't fix it within 30 days.

If after 30 days from the date of the notice you have not fixed the default, we can do any of the following:

- Acting reasonably, block a transaction or suspend your credit card account.
- Require you to pay all you owe immediately and on demand.
- Take any action available to us at law, including ending this agreement.
- Stop any further lending.
- Take money in any one or more of your accounts to pay us what we're owed, as permitted under clause 38 ("Combining accounts and setting-off") of the Personal Banking Booklet.
- Charge you any late payment fees and incur and pass on reasonable enforcement expenses.

However, we don't have to give you any notice or wait for the expiry of a notice period if:

- we reasonably believe that we were induced by fraud by you to enter into this agreement;
- we have failed, after making reasonable attempts, to locate you; or
- a court authorises us to begin enforcement proceedings.

Materiality

Except where you've missed a payment, we'll only act on the above events of default if it's material, or we reasonably consider the event has had, or is likely to have, a material impact on your ability to meet your financial obligations to us, our credit risk, or in some cases, our legal or reputational risk.

21. When can we suspend or cancel your credit card account or not process a transaction?

We may suspend your credit card account (including your use of any payment device) or not process a transaction for the reasons and with the consequences set out in clause 10 ("When we will and won't act") and clause 16 ("Blocking payments, payment devices, services and accounts and temporary transaction limits") of the Personal Banking Booklet. We may also block a transaction or suspend your credit card account in the circumstances set out in clause 20 ("When are you in default and what are the consequences?") of these Credit Card Terms.

Acting reasonably, we may cancel your credit card account for any of the reasons set out in clause 46 ("How can we close your account or end this agreement?") of the Personal Banking Booklet. If we cancel your credit card account this agreement will end (see below for what happens when this occurs).

If we have to cancel your credit card account, we will tell you (where we are allowed to) in accordance with clause 40 ("How do we communicate?") of the Personal Banking Booklet.

If we cancel your credit card account because it is otherwise reasonably necessary to protect our legitimate interests, we will give you 30 days notice. In all other cases, we'll try to tell you in advance, but this may not always be possible in which case we will tell you as soon as practicable afterwards (if we're allowed to).

22. When will this agreement end and what are the consequences?

How we end the agreement

We can end this agreement for any of the reasons in clause 46 ("How can we close your account or end this agreement?") of the Personal Banking Booklet (including if we cancel your credit card account).

How you end the agreement

You can give us notice that you want to close your credit card account (through your online banking service, by calling us or visiting a branch) and pay us the total of all you owe. You do not need to give us any reasons.

This agreement will only end after you have paid all you owe in accordance with this agreement. This means that even where you have told us you want to close your account you must continue making any repayments and we will continue to charge you interest, fees and charges in accordance with this agreement until you have repaid all you owe.

Consequences of ending this agreement

If this agreement is ended then you and any additional cardholders must stop using the credit card account and if we provide any features or benefits with your credit card, they'll also end. However, you must continue making any repayments and we will continue to charge you interest, fees and charges in accordance with this agreement until you have repaid all you owe.

You should cancel any payment instructions you have on the credit card account and notify any relevant retailers. Until you do, you'll be liable for any payments, fees and charges incurred using your credit card.

23. What you tell us by entering into this agreement

By entering into this agreement you're telling us the following statements of fact at the following times:

You tell us the following:	And you tell us those things at the following times:	
	Before you enter the agreement	Throughout the agreement
That all information you've given us is true and complete and isn't materially misleading – information could be materially misleading as a result of something you haven't told us, or as a result of another action you've taken.	✓	✓
You have notified us in a reasonable time of any threatened, pending or actual litigation or anything else we reasonably require notice of.	✓	✓

24. How do we communicate with each other?

We will communicate with you in accordance with clause 40 ("How do we communicate?") of the Personal Banking Booklet. See also clause 22 ("Statements and other information we'll give you") of the Personal Banking Booklet which contains information on how we'll send you statements. We will only give you, the primary card holder, statements. Statements are sent monthly, and you can check your transactions any time online and through your mobile device.

If you are experiencing hardship

You should contact us as soon as possible if you are experiencing financial difficulty. The sooner you contact us, the sooner we can help. If your credit is regulated under the National Credit Code, you have a right to apply for hardship relief. For more information about financial hardship, please see [hsbc.com.au/help/money-worries](https://www.hsb.com.au/help/money-worries).

Part C: Important Information about your Credit Card

25. Using and cancelling your credit card account

Credit Cards	
Using a credit card	<p>Use your credit card for:</p> <ul style="list-style-type: none">✓ cash advances✓ purchases <p>You can also use your credit card by tapping it at a payment terminal. You may have to enter your PIN if the transaction is above a certain amount.</p> <p>You're not allowed to use your credit card to purchase anything illegal or for business purposes (or allow anyone else to do so) or go over your credit limit, unless we allow you to.</p>

Credit Cards	
Digital Wallets	<p>You can add your credit card onto a digital wallet (such as Apple Pay or Google Pay™) and use it pay for goods and services.</p> <p>Once a credit card is added to a digital wallet, the cardholder can authorise transactions on the card account. This is done by using the digital wallet in place of the credit card. Some contactless payment terminals may require you to enter your card PIN for transactions over a certain amount and where the payment terminal does not recognise authorisation by means of biometric data or the mobile passcode.</p> <p>If a credit card is used through a digital wallet, the same terms apply as if the credit card was used as a card without the digital wallet.</p> <p>We do not provide services related to the digital wallet, these are done so by other providers (such as Apple and Google). Our obligation to you in relation to a digital wallet is limited to securely providing information to other providers (such as Apple or Google) in order to allow you to use your credit card through a digital wallet on a mobile device. You should always read the terms and privacy policy of a digital wallet provider, and make sure they are credible.</p>
Credit card limits	<p>You must use your credit card within your credit card limit. If we agree to a temporary credit limit increase, you must pay your account back as soon as possible and you may be charged a fee if you've agreed to it.</p> <p>You can use online banking to put daily limits on what you can spend on your credit card, as well as remove these.</p> <p>Other banks and merchants may apply their own restrictions and limits on transactions. We're not responsible for goods or services you obtain by using a credit card.</p>
Reducing your credit limit or cancelling your card	<p>See clauses 4 ("How can your credit limit be changed?"), 5 ("Who can use the credit card account and how?") and 21 ("When can we suspend or cancel your credit card account or not process a transaction?") of these Credit Card Terms.</p>

Credit Cards		
If you use your credit card:		
To make a purchase	To make a payment by giving the person you're paying your credit card number and expiry date	For a cash advance
We'll charge this amount immediately to your credit card account.	That person is entitled to ask us to pay them from your credit card account, and we'll charge this amount immediately to your credit card account when they do this.	We'll charge this amount to your credit card account.
International transactions and transactions in foreign currency	<p>If you use your credit card for a purchase in a currency other than Australian Dollars, it will be converted into Australian Dollars on the day the card payment scheme processes it using their scheme exchange rate - see clause 10 ("Can you make an international transaction?") of these Credit Card Terms.</p> <p>We also apply fees to these purchases and also charge you if you use your card overseas (including purchases processed by the card provider or billed by the merchant overseas).</p> <p>You can find our fees and charges in your credit card schedule.</p> <p>If you make international payments, for example from an online merchant showing the price in Australian dollars, your purchase will generally be converted into Australian dollars by the credit card scheme at the applicable exchange rate, and their currency conversion fees will apply. We may also charge an overseas transaction fee, which is set out in your credit card schedule. Please:</p>	

Credit Cards

- carefully check the location of online sellers before you agree to buy online; and
- don't assume that because they show an Australian dollar price, they are located in Australia; and
- use tools such as the exchange rate calculators, which are set out in clause 10 ("Can you make an international transaction?") of these Credit Card Terms.

26. What must you do to keep your details safe?

Please carefully read the security guidelines contained in the section "Security" of the Personal Banking Booklet. You must keep your payment device and the security details you use to access your account safe and tell us immediately if:

- any of your payment devices or security details are lost, stolen, or misused, or your security details may have become known to someone else; or
- there's an unauthorised transaction on your account.

Please see clause 24 ("How do we communicate with each other?") of these Credit Card Terms if any cards or devices are lost, misused or otherwise compromised.

27. Can you claim chargebacks?

We can't always claim a chargeback e.g. if your dispute relates to a special promotion. In those cases, you may need to contact the retailer directly. For further information on chargebacks, please see the clause 7 ("Incorrect, unauthorised and mistaken internet payments") of the Personal Banking Booklet.

28. How do we deal with complaints, disputed transactions and investigations?

Refer to clauses 7 ("Incorrect, unauthorised and mistaken internet payments") and 55 ("Complaints and investigations") of the Personal Banking Booklet for information on how we deal with complaints, disputes and investigations, including complaints and disputed transactions under the ePayments Code, mistaken internet payments and chargebacks.

Part D: National Credit Code Information Statement

IMPORTANT: If you have a credit card, home loan or personal loan that is regulated under the National Credit Code, we are required to provide you with the following information statement. This information is for your benefit, and you should ensure you take the time to read it.

Form 5 – Information statement

- paragraph 16(1)(b) of the Code
- regulation 70 of the Regulations

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

The contract

1. How can I get details of my proposed credit contract?

Your credit provider must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. Can my contract be changed by my credit card provider?

Yes, but only if your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate.
That notice may be a written notice to you or a notice published by your credit provider.
- you get 20 days advance written notice for:
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931 678, info@afca.org.au, www.afca.org.au or GPO Box 3 MELBOURNE VIC 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at www.asic.gov.au.

General

10. What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

11. What if my credit provider and I cannot agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request, you can complain to the AFCA scheme. Further details about this scheme are set out below in question 13.

12. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

13. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also read your contract carefully.

If you have any complaints about your credit contract, or want more information, contact your credit provider. You must attempt to resolve your complaint with your credit provider before contacting the AFCA Scheme. If you have a complaint which remains unresolved after speaking to your credit provider, you can contact the AFCA Scheme or get legal advice.

The AFCA Scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA Scheme can be contacted:

- By phone on 1800 931 678; or
- Website at afca.org.au or
- By email at info@afca.org.au; or
- By mailing to GPO Box 3 Melbourne VIC 3001

Please keep this information statement. You may want some information from it at a later date.

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HSBC Bank Australia Limited
ABN 48 006 434 162
AFSL/Australian Credit Licence 232595
GPO Box 5302 Sydney NSW 2001
T: 132 152
W: [hsbc.com.au](https://www.hsbc.com.au)