

Notice of Change

Important Information: We're making some changes to the HSBC Home Loan Terms.

Summary of changes

Please refer to the following table for details on the changes to the **HSBC Home Loan Terms (dated 14 December 2024)** that are effective from **28 February 2025**. You can access the latest version of these terms and conditions through the link below. We have also included the changes from the Notice of Change sent on 15 November 2024 for completeness. (see changes relating to clauses 12, 26 and, Appendix 3).

www.hsbc.com.au/help/important-notices

! All clause, section and part references in the following table are to the clauses, sections or parts of the latest terms and conditions (accessible through the link above). In certain cases, we also refer to other documents, such as the HSBC Personal Banking Booklet. These can also be accessed through that link.

General changes

We're making the following general changes to clauses of the HSBC Home Loan Terms:

- Reorganising and combining terms that apply to all products and services into the HSBC Personal Banking Booklet
- Simplifying language and key terminology
- Updating clause headings and adding sub-headings where appropriate
- Removing or streamlining duplicative content
- Moving content so that it sits with similar content
- Updating cross-references
- Updating terms to align with our business practices
- Making changes to align with our obligations under applicable laws, regulations and industry codes

Important note. Several changes involve a consolidation of key terms in the HSBC Personal Banking Booklet, with changes that can affect you. You should read this document carefully in addition to the HSBC Personal Banking Booklet, the Notice of Change in relation to the Personal Banking Booklet and any other applicable terms and Notices of Change.

We're making the following specific changes to clauses of the HSBC Home Loan Terms.

Specific changes		
Change summary	Change details	
We've updated the terms relating to complaints handling in our Credit Guide.	We've done this by clarifying our complaints handling procedure and the timeframes in which you can expect an outcome. See Part A.	
We've removed the clause 'Who's this agreement between?'.	We've consolidated the terms dealing with who your agreement is between in the Personal Banking Booklet and adjusted the wording for clarity in that document. See clause 1 of the HSBC Personal Banking Booklet and the Notice of Change that summarises the changes to that document.	

Change summary	Change details
We've added a new clause on joint borrowers.	We've done this by moving and updating the information about joint borrowers to a new clause called 'Joint Borrowers' for clarity.
	See clause 1.
We've updated how we refer to the documents that make up your agreement.	We've done this by defining the Product Terms and consolidating the terms dealing with what makes up your agreement in the HSBC Personal Banking Booklet.
	See clause 2 of these terms and conditions and clause 2 of the HSBC Personal Banking Booklet and the Notice of Change that summarises the changes to that document.
We've clarified when the HSBC Home Loan Terms commence for customers outside Australia.	We've done this by clarifying that if the customer is outside Australia, the agreement doesn't commence until the signed offer (which includes the corresponding legal documents) is received by us in Australia.
	See clause 2.
We've removed the section 'What are our rights and how can we use them?'	We've done this by consolidating the terms dealing with our rights and how we can use them in the HSBC Personal Banking Booklet.
	See clause 51 of the HSBC Personal Banking Booklet and the Notice of Change that summarises the changes to that document.
We've clarified what happens if you exceed your credit limit.	We've done this by adding a new clause called 'What happens if you exceed your credit limit?'. This clause clarifies that you must not exceed your credit limit but if you do, you must repay the amount that exceeds the limit. Failure to do so will result in default, and we may take action against you. Credit limit means the maximum amount of credit we agree to lend you.
	See clause 12.
We've added a section on how we calculate interest on Non-Business Days.	We've moved this information from the HSBC Personal Banking Booklet to the HSBC Home Loan Terms. The new section reflects the same wording that is currently in the HSBC Personal Banking Booklet.
	See clause 14.
We've clarified when you will be charged default interest.	We've done this by clarifying that if you fail to pay your required periodic payment amount in full on the due date, we may charge you default interest on the overdue amount.
	See clause 19.
We've clarified when and how you pay fees and charges.	We've done this by simplifying and more clearly expressing when and how you pay fees and charges.
	We have also clarified what happens if we add a charge or fee to your loan account.
	See clause 26.
We've clarified when you're in default and what may happen when you're in default.	We've done this by updating the existing list to clearly set out the circumstances in which you'll be in default. We have also included the additional circumstances that may apply if you are not a small business.
	We've also clarified that if you're in default, we may exercise our rights under clause 16 of the HSBC Personal Banking Booklet, including by blocking or suspending your loan account, without notice. However, we'll only do so if the event of default is material.
	See clause 28 of these terms and conditions and clause 16 of the HSBC Personal Banking Booklet and the Notice of Change that summarises the changes to that document.

Change summary	Change details
We've updated what you tell us by entering into the agreement if you are a trustee for a trust.	We've added that if you enter the agreement as a trustee for a trust, you confirm you have the power to redraw on the loan throughout the life of the loan and when you make a redraw. We've illustrated this change by replacing the cross with a tick in the relevant row.
	See clause 29.
We've simplified the clause about how we communicate with each other.	We've done this by consolidating the terms that deal with how we communicate in the HSBC Personal Banking Booklet. We've also added a reminder to contact us if you are experiencing financial hardship and your right to apply for relief if your loan is regulated.
	See clause 30 of these terms and conditions and clause 40 of the HSBC Personal Banking Booklet and the Notice of Change that summarises the changes to that document.
We've updated the title of Part C to better reflect its content.	We've changed the title of Part C from 'Other Terms' to 'Fees and Charges'.
	See Part C.
We've clarified which transaction and savings account is linked to Construction Loans.	We've done this by clarifying that a Home Loan Transaction (Non Offset) Account can be linked to Construction Loans. We've also clarified that if you have a Construction Loan, an Offset Savings Account will not reduce the balance of your loan.
	See Appendix 3.
We've added the Form 5 Information Statement to Part D.	We've moved the Form 5 Information Statement from Part D of the HSBC Personal Banking Booklet and added it at Part D of the Home Loan Terms.
	See Part D.
We've increased the discharge fee.	We've increased the discharge fee from \$300 to \$395.
	See your Home Loan Letter of Offer for further details on this fee and other fees and charges.

If you have any questions about the changes that we've made, please contact us.