

**Important Information:** We're making some changes to the HSBC Personal Banking Booklet.

## Summary of changes

Please refer to the following table for details on the changes to the **HSBC Personal Banking Booklet (dated 17 July 2024)** that are effective from **28 February 2025**. You can access the latest version of these terms and conditions on the link below.

[www.hsbc.com.au/help/important-notice](http://www.hsbc.com.au/help/important-notice)

This document has changed significantly due to the "General changes" and "Specific changes" we've described below. It's important that you carefully read this document but also take the time to read the HSBC Personal Banking Booklet itself because it is the foundational document that applies to all the products and services we offer.

**⚠ 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 specific terms that apply to your products or services with us (the "Product Terms"). These can also be accessed through that link.**

### General changes

We're making the following general changes to clauses of the HSBC Personal Banking Booklet:

- 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 your applicable Product Terms and the Notices of Change in relation to those Products Terms.

We're making the following specific changes to clauses of the HSBC Personal Banking Booklet.

### Specific changes

#### Change summary

#### Change details

We're making the following specific changes to clauses of the HSBC Personal Banking Booklet.

We've clarified that additional help with your banking needs is available.

We've done this by adding a reminder that if you're facing tough times, living with a disability, need extra support with your banking needs or can't access one of our branches, please contact us or visit the Extra Care page on our website.

See clause '**This Personal Banking Booklet**'.

Change summary	Change details
<p>We've updated the key clauses that describe our agreement.</p>	<p>We've done this by updating clause 1 of the HSBC Personal Banking Booklet, and adding a new clause 2, to:</p> <ul style="list-style-type: none"> <li>• describe our relationship clearly; and</li> <li>• apply key principles about our agreement across our products and services.</li> </ul> <p>These updates include consolidating the terms that deal with what documents make up your agreement from the Product Terms in clause 2 of the HSBC Personal Banking Booklet. This clause makes clear that your agreement is made up of:</p> <ul style="list-style-type: none"> <li>• the HSBC Personal Banking Booklet, the foundational document forming part of the agreement;</li> <li>• the Product Terms, which are documents that contain provisions applicable to specific products and services;</li> <li>• any other 'Designated Materials', which contain additional provisions that form part of our agreement; and</li> <li>• any relevant Application.</li> </ul> <p>We've also clarified that our products and services are provided on that basis that your agreement forms a single agreement between you and us. We've also added a term that explains how inconsistencies (if any) between the documents that make up your agreement will be resolved.</p> <p>These amendments are designed to enhance clarity, and to simplify and remove duplication across the documents that make up your agreement.</p> <p>See <b>clauses 1 and 2.</b></p>
<p>We've updated our Acceptable Use Policy.</p>	<p>We've done this by clarifying that as part of our Acceptable Use Policy, you must:</p> <ul style="list-style-type: none"> <li>• not use our products, accounts or online banking services in a manner which we determine on a reasonable basis is unlawful, harms others or could result in financial abuse;</li> <li>• comply with the Security Guidelines set out in clause 5.</li> </ul> <p>See <b>Part A.</b></p>
<p>We've removed references to our identity verification procedures.</p>	<p>We've done this by removing the terms about identity verification since this process takes place before you open an account with us. However, you'll still need to complete this verification before opening an account.</p> <p>See <b>clause 4.</b></p>
<p>We've updated our Security Guidelines.</p>	<p>We've done this by renaming our 'Security Tips' to 'Security Guidelines' to make it clearer that these are important and we expect you to comply with them. We've also added the following to these guidelines:</p> <ul style="list-style-type: none"> <li>• never share your security details, even with HSBC staff;</li> <li>• protect your security details carefully;</li> <li>• use unique security details for each service;</li> <li>• avoid writing your username and password together or leaving them with your Secure Key;</li> <li>• choose memorable but hard to guess security details; and</li> <li>• disable features that remember your login information on you computer or browser.</li> </ul> <p>See <b>clause 5.</b></p>

Change summary	Change details
We've clarified what you must report to us.	<p>We've done this by clarifying that you must tell us immediately if there is or if you <i>suspect</i> there is an incorrect, unauthorised or mistaken payment in relation to any of your account(s). We've also moved this information to clause 6 so that it's more prominent.</p> <p>See <b>clause 6</b>.</p>
We've updated our terms about incorrect, unauthorised and mistaken payments.	<p>We've done this by:</p> <ul style="list-style-type: none"> <li>• reorganising the clause so that information is presented more logically;</li> <li>• updating the table setting out who's responsible for unauthorised payments to align more closely with the ePayments Code;</li> <li>• consolidating and updating the terms that deal with mistaken internet payments into one clause; and</li> <li>• moving information about the process we follow when you dispute a transaction to clause 7.</li> </ul> <p>See <b>clause 7</b>.</p>
We've added a section on how we treat instructions in relation to your products and services.	<p>We've done this by adding a new section called 'Instructions' that explains how we treat your instructions and outlines the circumstances where we will and won't act on your instructions in connection with your products or services. We've also removed and consolidated the information about when we can refuse to accept payments into your account into this section.</p> <p>The purpose of these changes is to bring together in a clear manner several provisions on this topic in our previous documentation, and to increase clarity.</p> <p>See <b>clause 9 and 10</b>.</p>
We've updated our terms about payments into your account (other than by cheque).	<p>We've done this by simplifying our explanation of when funds will be available to you and adding that if we permit you to withdraw from uncleared funds and the deposit fails, we'll charge the amount back to your account.</p> <p>We've also clarified that payments received in a foreign currency will be credited to your AUD account (if converted into AUD) or otherwise to your relevant HSBC foreign currency account using the prevailing HSBC exchange rate that applies at the time we process your payment.</p> <p>Additionally, we've clarified that our limit on liability for exchange rate losses doesn't extend to loss caused by our fraud, negligence or wilful misconduct or that of our employees, officers, contractors or agents.</p> <p>See <b>clause 13</b>. Please also refer to <b>clause 21</b> in relation to foreign currencies.</p>
We've added to the circumstances where we may not pay a cheque.	<p>We've added that we may not pay a cheque:</p> <ul style="list-style-type: none"> <li>• in any other circumstances set out in the agreement (including clause 10 of the HSBC Personal Banking Booklet); and</li> <li>• where we reasonably suspect any of the reasons listed in clause 15.</li> </ul> <p>See <b>10 and 15</b>.</p>
We've updated our terms about negotiating and collecting foreign cheques.	<p>We've done this by clarifying that:</p> <ul style="list-style-type: none"> <li>• when negotiating a foreign cheque, we'll convert it into Australian dollars using the prevailing HSBC exchange rate at the time we process the amount into your account. Payment usually occurs within 3 – 4 Business Days after receiving your cheque; and</li> <li>• when collecting a foreign cheque, we'll convert the amount using the prevailing HSBC exchange rate after the paying bank pays us. It may take between 4-6 weeks before your money is deposited into your account.</li> </ul> <p>See <b>clause 15</b>. Please also refer to <b>clause 21</b> in relation to foreign currencies.</p>

Change summary	Change details
We've clarified when interest will start to accrue on foreign bank cheques.	<p>We've done this by explaining that if a foreign bank cheque is deposited into an account on which you earn interest, interest will be earned from the day the foreign bank cheque clears, not from the date it is deposited.</p> <p>See <b>clause 15</b>. Please also refer to <b>clause 21</b> in relation to foreign currencies.</p>
We've updated our terms about blocking or suspending payments and accounts.	<p>We've done this by adding to clause 16 that, in addition to our existing powers, we may delay or refuse to allow a transaction or accept a payment, suspend your account or refuse to replace or reissue a payment device in certain circumstances.</p> <p>We've also added to the existing circumstances that we can use our powers under clause 16 where we reasonably believe it is necessary because:</p> <ul style="list-style-type: none"> <li>• of a need to protect us or you from loss, fraud or other risk;</li> <li>• you're involved, or we reasonably believe that you're involved in criminal activity of any kind, whether or not it's linked to your account or your relationship with us;</li> <li>• in our reasonable opinion your behaviour is unreasonable or improper (please refer to our Unreasonable Behaviour Policy), for example you act in an illegal, threatening, harassing or violent manner towards staff or someone else or engage in conduct including through the use of our online banking services, which in our opinion is harassing, offensive, threatening, intimidating, abusive or caused or encourages physical or mental harm to another person or promotes violence against any person</li> <li>• in our reasonable opinion you've used our products to perpetrate financial abuse on another person</li> <li>• you weren't entitled to open your account or the service, or are no longer entitled to have the account or the service; or</li> <li>• it's otherwise reasonably necessary to do so to protect our legitimate interests.</li> </ul> <p>We've also clarified that the agreement may specify additional circumstances in which we may take certain actions in relation to your account or particular products, services or transactions.</p> <p>See <b>clause 16</b>.</p>
We've updated our terms about how we decide to make a payment from your account.	<p>We've done this by adding that we may not make a payment from your account where:</p> <ul style="list-style-type: none"> <li>• we believe it's reasonably necessary to protect you or us from any activity that might cause you or us to lose money; or</li> <li>• we need to refuse, cancel or reverse your instructions in accordance with clause 10 of the HSBC Personal Banking Booklet.</li> </ul> <p>We've also clarified that where we refuse a payment, we can tell you why and what you need to do to correct any errors. We've otherwise simplified the language in clause 17 to make it easier to understand.</p> <p>See <b>clause 10 and 17</b>.</p>
We've updated our terms about cut-off times.	<p>We've done this by adding that cut-off times will not apply to real time payments and clarifying that you can find the relevant cut-off time by visiting our website. We've also clarified that currency cut-off times do not apply to International Transfers made via mobile banking, but may apply to some International Transfers made via online banking, in which case we'll process your payment request on the next Business Day using the prevailing HSBC exchange rate that applies at the time we process your payment.</p> <p>See <b>clause 18</b>. Please also refer to <b>clause 21</b> in relation to foreign currencies.</p>

Change summary	Change details
We've clarified how we treat foreign currency payments made using your Visa debit card.	<p>We've clarified that if you use your Visa Debit card in connection with your Everyday Global Account to make a payment in a particular foreign currency and you don't have sufficient funds in your foreign currency sub-account, we may deduct the full amount from your AUD account. The exchange rate used will be either the Visa exchange rate or the prevailing HSBC exchange rate on the date the transaction is processed.</p> <p>See <b>clause 18</b>. Please also refer to <b>clause 21</b> in relation to foreign currencies.</p>
We've clarified what we do when you contact us to cancel a direct debit.	<p>We've done this by clarifying that once we receive your request to cancel a direct debit, we'll stop any future direct debits from your account by blocking the payment.</p> <p>We've also clarified that schedule payments usually can't be stopped once you've given us your instruction, unless it's to an HSBC account.</p> <p>See <b>clause 19</b>.</p>
We've updated our terms on foreign currencies.	<p>We've done this by simplifying our explanation of how exchange rates apply when you buy and sell foreign currencies with us or make and receive payments in foreign currencies.</p> <p>We've also removed references to the HSBC Daily Exchange Rate and HSBC Real Time Exchange Rate and replaced them with the prevailing HSBC exchange rate. This change applies throughout the HSBC Personal Banking Booklet and your Product Terms. We've also clarified that you can find indicative rates on our website, by calling us or visiting one of our branches.</p> <p>See <b>clause 21</b>.</p>
We've removed the clause 'Overdrafts'.	<p>We've removed and added this clause to Part B of the HSBC Transaction and Savings Accounts Terms. We've also removed references to arranged overdrafts as this product is no longer offered to new customers.</p> <p>If relevant to you, see <b>Part B of the HSBC Transaction and Savings Account Terms</b> and the <b>Notice of Change</b> that summarises the changes to that document.</p>
We've updated our terms about account statements.	<p>We've done this by moving terms that relate to specific products or services to the relevant Product Terms and clarifying that your statements will be provided in accordance with those Product Terms.</p> <p>We've also added that we may charge a reasonable fee for providing additional statements however, that we'll waive or refund that fee if you tell us, and we are reasonably satisfied that you don't have access to electronic statements.</p> <p>See <b>clause 22</b>. See also your <b>Product Terms</b> and the relevant <b>Notice of Change</b> that summarises the changes to that document.</p>
We've clarified the circumstances where someone can operate your account for you.	<p>We've done this by explaining more clearly the requirements for another person to operate your account for you and simplifying the language in this clause.</p> <p>See <b>clause 23</b>.</p>

Change summary	Change details
We've clarified how we deal with disputes between joint account holders.	<p>We've done this by adding that if we're informed of a dispute between account holders, we're not required to follow the "two-to-sign" rule if we reasonably believe that changing the operating authority could put someone, including a child, at risk of harm. In such cases, we may take alternative actions, including imposing restrictions on your joint account(s).</p> <p>We've also added that if we believe a joint account holder is facing financial difficulties and has a pressing financial need, you authorise us to act on requests made by that person to prevent or reduce the financial difficulty they may experience.</p> <p>We've also clarified that the Product Terms may include additional terms relating to joint accounts.</p> <p>See <b>clause 24</b>.</p>
We've removed the clause 'Fees and charges' from Part A of the HSBC Personal Banking Booklet.	<p>We've moved this term from Part A and included this in Part B under clause 27 so that it sits with similar content about fees and charges.</p> <p>See <b>clause 27</b>.</p>
We've removed the clause 'Interest' from Part A of the HSBC Personal Banking Booklet.	<p>We've moved terms related to interest, that apply to specific products or services to the relevant Product Terms. We've also moved and consolidated any general information about Interest in Part B under clause 30 so that it sits with similar content.</p> <p>See <b>clause 30</b>.</p>
We've updated our terms about how we communicate.	<p>We've done this by consolidating and updating the terms that deal with how we communicate from the Product Terms into clause 40 of the HSBC Personal Banking Booklet. Additionally, we've simplified the contact information table by relocating our contact details for specific products and services to our website.</p> <p>See <b>clause 40</b>.</p>
We've added a clause on financial hardship.	<p>We've done this by moving the information about financial hardship to a new clause so that it's easier to find.</p> <p>See <b>clause 41</b>.</p>
We've clarified when and how we give notice of changes to your agreement.	<p>We've done this by adding that we may give you a shorter notice period or no notice if it is reasonable to manage a material and immediate risk, and if it's lawful for us to do so. We've also added that if a change is sufficiently important or numerous, we'll give you a single document that explains all the changes.</p> <p>We've also clarified that if a change involves introducing or increasing a government charge, we'll give you specific notice if the law requires us to do so.</p> <p>See <b>clause 43</b>.</p>
We've removed the clause 'What happens if you stop using your account'.	<p>We've moved this clause to the Transaction and Savings Accounts Terms as it relates only to transaction and savings accounts.</p> <p>If relevant to you, see <b>Part B, clause 'Inactive accounts' of the Transaction and Savings Accounts Terms</b> and the <b>Notice of Change</b> that summarises the changes to that document.</p>
We've clarified how you can stop receiving a service from us.	<p>We've clarified that in addition to closing your account or ending the agreement, you can stop receiving a service from us by contacting us by phone, by post, or by visiting one of our branches. We've also clarified that a discharge fee applies to all home loan products when you release your security.</p> <p>See <b>clause 45</b>.</p>

Change summary	Change details
<p>We've updated our terms about when we can close your account. This includes adding that we may end your agreement or any of our services, as well as outlining additional situations in which we can do so.</p>	<p>We've done this by updating clause 46 so that applies to all products and services including credit cards, but not home loans or personal loans. We've also extended the scope of clause 46 to include a right to end your agreement or any of our services.</p> <p>We've also added the following to the list of circumstances where we can close your account, end your agreement and/or any of our services immediately and without notice. Some of these were already in other Product Terms – we consolidated them to simplify our documentation and boost clarity:</p> <ul style="list-style-type: none"> <li>• we consider that it is reasonably necessary to protect us or you from loss, fraud, or other risks;</li> <li>• we reasonably suspect that you've engaged in behaviour that is illegal or fraudulent;</li> <li>• you've breached our Acceptable Use Policy;</li> <li>• we're required to comply with laws or regulations applicable to us or we're directed to by a regulator;</li> <li>• there's been, or we suspect, a breach of security or misuse of our services;</li> <li>• we reasonably suspect that your device that you use to access our products or services is not secure or contains, or is vulnerable to, viruses or malicious software;</li> <li>• all accounts or services which you access through our products or services have closed;</li> <li>• we cease offering the product or service;</li> <li>• you're accessing our products or service from a sanctioned country;</li> <li>• for online banking only: in addition to the above events; <ul style="list-style-type: none"> <li>◦ you only have joint accounts and they require two or more to sign or operate the accounts;</li> <li>◦ the manufacturer of your device or operating system withdraws the mobile banking app or we stop supporting it;</li> <li>◦ you cancel your registration for online banking; or</li> <li>◦ you do not access online banking for 24 months; or</li> </ul> </li> <li>• for credit cards only: in addition to the above events, you're in default under your agreement, we've told you about this and given you 30 days to fix it.</li> </ul> <p>Please read this clause carefully.</p> <p>See <b>clause 46</b>.</p>
<p>We've clarified our rights under your agreement.</p>	<p>We've done this by clarifying that we have rights under your agreement which help us to protect our interests and that we may choose whether or not to exercise a right and which right to use. We've also added that we will act reasonably when we use our rights</p> <p>See <b>clause 51</b>.</p>
<p>We've added a term that explains our liability.</p>	<p>We've done this by adding a clause that explains when we will and won't be liable for certain things. We've clarified that this clause is in addition to any other terms in your agreement relevant to our liability. We've also added that nothing in your agreement excludes our liability for any loss, cost or damages caused by our fraud, negligence or wilful misconduct or that of our employees, officers, contractors or agents.</p> <p>Please read this clause carefully.</p> <p>See <b>clause 52</b>.</p>

Change summary	Change details
We've clarified the types of complaints you can make and the process we follow to address them.	<p>We've done this by clarifying that you can raise a complaint regarding hardship notices, default notices, requests to postpone enforcement actions, or if you believe we've failed to fulfill our obligations under the Banking Code of Practice or other relevant laws. This is in addition to other areas.</p> <p>We've also added that when you make a complaint you'll be assigned a complaints case manager and will be provided with their contact details.</p> <p>Additionally, we've clarified the timeframes for handling complaints related to financial hardship notices, default notices, requests to delay enforcement actions, and specific credit complaints.</p> <p>See <b>clause 55</b>.</p>
We've added specific terms for Apple Pay and Google Pay to Part D of the HSBC Personal Banking Booklet.	<p>We've moved and made minor amendments to the 'HSBC with Apple Pay Terms and Conditions' and 'HSBC with Google Pay Terms and Conditions' to Part D of the HSBC Personal Banking Booklet.</p> <p>See <b>Part D</b>.</p>
We've clarified how the terms of your agreement will be interpreted.	<p>We've done this by adding a clause which explains how the terms of your agreement should be interpreted. These are general notes to help ensure we don't need to repeat certain contractual principles throughout our agreement.</p> <p>See <b>Part E</b>.</p>
We've moved the Form 5 Information Statement.	<p>We've moved the Form 5 Information Statement to the relevant Product Terms.</p> <p>If relevant to you, see <b>Part D of the HSBC Credit Card Terms, Part C of the HSBC Personal Loan Terms</b> and/or <b>Part D of the HSBC Home Loan Terms</b>.</p>

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