

HSBC  PREMIER

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# Terms and Conditions

24 hours Customer Call Centre Number:  
AIRTEL(BHARTI):1800 103 4722(1800 103 HSBC)  
[www.hsbc.co.in](http://www.hsbc.co.in)

*Issued by The Hongkong and Shanghai Banking Corporation Limited, India.  
Incorporated in Hong Kong SAR with limited liability.*

VER 07/09

## HSBC Premier Platinum Debit card Terms and Conditions

The Terms and Conditions for use of the Debit Card issued on savings or current accounts held by individuals are as specified in this document and as amended by the Bank from time to time. The Accountholder(s) shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by signing the Card application form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card or after 10 days have elapsed since the Card was dispatched to the address on record. The Accountholder(s) will also continue to remain bound by the Terms and Conditions of operation of your Current/Savings accounts with HSBC.

### Definitions

- 1) **"HSBC"** or the **"Bank"** means THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, a company incorporated under the Companies Ordinance of the Hong Kong Special Administrative region (HKSAR), having its registered office at 1, Queen's Road Central, Hong Kong Special Administrative region and its India Corporate Office at 52/60 Mahatma Gandhi Road, Mumbai 400 001. (which reference shall be deemed to include its successors and assignees.)
- 2) **"Debit Card"** means, HSBC Premier Platinum Debit Card as appropriate, the internationally valid Premier Platinum Debit Card issued by HSBC to a Cardholder.
- 3) **"Cardholder"** refers to a person to whom a Premier Platinum Debit Card has been issued by HSBC on a HSBC Premier Account held with HSBC. The Cardholder should be either the sole Accountholder or in case of joint accounts, the sole signatory or authorized to act alone.
- 4) **"Accountholder"** refers to the individual(s) who hold(s) an Premier Account with HSBC, whether in the sole capacity or as a joint holder.
- 5) **"Account(s)"** refers to the savings or current accounts held by individuals and that have been designated by HSBC to be eligible for the valid operation of the Premier Platinum Debit Card.
- 6) **"ATM"** refers to automated teller machines.
- 7) **"Statement"** means a periodic statement of account/s sent by HSBC to an Accountholder setting out the transactions (including Debit Card transactions) carried out in the Account during the given period and the balance in such Account. It may also include any other information that HSBC may deem fit to include.

- 8) **“Transaction”** means any permissible instruction given by a Cardholder using the Debit Card directly or indirectly, to HSBC to effect permissible actions in relation to the Account (examples of Transactions would be cash withdrawals, payments at points of sale, cash/cheque deposits etc.)
- 9) **“Merchant Establishments”** shall mean establishments wherever located which honour the Debit Card and shall include amongst others: stores, shops, restaurants, airline organisations etc. advertised by HSBC or VISA International.
- 10) **“EDC”** refers to electronic point-of-sale swipe terminals that permit the debiting of the demand deposit accounts for purchase transactions at merchant establishments.
- 11) **“Primary Account”** shall mean, in case of multiple Accounts linked to the Debit Card, the Account that has been designated as being the main/first Account of operation i.e. the Account from which purchase transactions, charges and fees related to the Debit Card are debited.
- 12) **“International Transactions”** refers to all Transactions effected by the Cardholder from HSBC outside of India, Nepal and Bhutan.
- 13) **“VISA”** shall mean a mark owned by VISA International.
- 14) **“VISA ATM Network”** shall mean ATMs that honour the Debit Card and that display the VISA or Electron symbols. Use of terms “you”, “your”, “him” or similar pronouns shall, where the context so admit, mean the Accountholder or Cardholder, as applicable. All references in the masculine gender will also include the feminine gender.

### Issue of Premier Platinum Debit Card

- 1) Debit Card will be issued to minors above 16 years only, with the parent/guardian's consent and request.
- 2) The issue and use of the Debit Card shall be subject to RBI regulations as also HSBC's terms and conditions, as applicable from time to time.
- 3) The Debit Card and the related PIN will be issued in the name of the Cardholder, who will be responsible to keep the said Premier Platinum Debit Card under his/her custody.

### USAGE:

The Cardholder shall be responsible for all Transactions effected by the use of the Debit Card, whether or not the Transactions were / are authorized by the Cardholder, and shall indemnify the Bank for the loss or damage caused by any unauthorized use of the Debit Card or related PIN including any penal action arising on account of violation of any RBI guidelines or the Foreign Exchange Management Act, 1999 or any other law, rules and regulations for the time being in force. In case of joint Accounts,

all Accountholders, jointly and severally, shall indemnify the Bank, as above, against all actions, losses, claims and consequences arising out of the usage of the Debit Card, the safety of the PIN and the Transaction/s effected using the Debit Card. In case of such joint Accounts, all Accountholders shall be deemed to be jointly and severally responsible and liable for all duties, responsibilities and liabilities cast upon the Cardholder.

### Cardholder obligations and card validity

- 1) The Cardholder must sign the Debit Card immediately upon receipt. The Cardholder must not permit any other person to use it and should safeguard the Premier Platinum Debit Card from misuse by retaining the Debit Card under his/her personal control at all times.
- 2) The Personal Identification Number (PIN) issued to the Cardholder for use with the Debit Card or any numbers chosen by the Cardholder as a PIN, are for the use of the Cardholder and are non-transferable and strictly confidential. A written record of the PIN number should not be kept in any form, place or manner that may facilitate its use by another party. The PIN should not be disclosed to any third party under any circumstances or by any means whether voluntary or otherwise
- 3) The Debit Card is valid up to the last day of the month/year indicated. The Cardholder undertakes to destroy the Debit Card when it expires by cutting it into several pieces. The renewed Debit Card shall be sent to the Cardholder before the expiry of the Debit Card at the discretion of HSBC, upon evaluation of the conduct of the Account. HSBC reserves the sole right of renewing the Debit Card on expiry.
- 4) The Account shall be debited with the amount of any withdrawal, transfer and/or any other Transactions effected by use of the Debit Card. The Cardholder shall maintain sufficient funds in the Account to meet any Transactions. The Cardholder shall not be entitled to overdraw the Account with the Bank or withdraw funds by use of the Card in excess of the overdraft limit, if any, agreed with the Bank.

### ATM usage

- 1) The Debit Card is accepted at the HSBC Group ATMs and ATMs of other banks worldwide, which are members of the VISA ATM network.
- 2) The Bank may, at its discretion, withdraw temporarily or terminate the ATM funds transfer facility and all funds transfer facility for all types of Transactions. The bank also reserves the right to change the maximum per day limit for funds transfer through the ATM.

- 3) Cash withdrawals performed by the Cardholder at the HSBC Group/VISA ATMs in countries other than India will be subject to a cash withdrawal fee, as per the prevailing tariff of charges. Cash withdrawals at VISA ATMs in India will also be subject to a fee and will be debited to the Account at the time of posting the cash withdrawals.
- 4) Premier Platinum Debit Cardholders can avail of unlimited ATM transactions per month at non HSBC VISA network ATMs in India. Premier Platinum Debit Cardholders can avail of unlimited FREE ATM transactions at non HSBC VISA network ATMs in India.
- 5) Cash and/or cheques deposited in any ATM by the use of the Debit Card will be only credited to the Account after verification by the HSBC, which shall be conclusive and binding for all purposes. The ATM Customer Advice issued by the ATM at the time of deposit only represents what the Cardholder purports to have deposited and will not be binding on the HSBC. Cheques will be accepted for collection only and proceeds will not be available until these cheques, realized in the account. Similarly, for all cash withdrawals, at an HSBC ATM, any statements issued by the ATM at the time of withdrawal shall be conclusive, unless verified otherwise by HSBC. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Cardholder.
- 6) The availability of ATM service in a country other than that in which the Debit Card was issued is governed by the local regulations in force in such other country. HSBC shall not be liable if these services are withdrawn without notice thereof.

### Merchant Establishment usage

- 1) The Debit Card is for Electronic Use Only and will be accepted only at Merchant Establishments which have an electronic point-of-sale swipe terminal. Any usage of the Card for purchases at Merchant Establishments other than through an electronic point of sale swipe terminal will be deemed unauthorized and the Cardholder shall be responsible for such transactions.
- 2) As a security feature, the Debit Card issued will be initially inactive for use at Merchant Establishments. In order to activate the Debit Card for Transactions at Merchant Establishments, the Cardholder will be required to either use the Debit Card at an ATM, by entering the PIN or call HSBC phone banking/customer service representatives in the Cardholder's city to confirm receipt and activate the Card.
- 3) Whenever the Debit Card is used to make payments at Merchant Establishments, the Cardholder must sign the sales slip and retain the cardholder copy. Copies of the sales slip may be furnished by HSBC at an additional charge. A sales slip with the

signature of the Cardholder together with the Debit Card number noted thereon shall be conclusive evidence between HSBC and the Cardholder as to the extent of liability incurred by the Cardholder. HSBC shall not be required to ensure that the Cardholder has received/availed the goods/ service to his/her satisfaction. Any sales slip not personally signed by the Cardholder but which can be proven as being authorised by the Cardholder will also be deemed to be the Cardholder's liability.

- 4) The Debit Card is accepted at all electronic Merchant Establishments in India and overseas which display the VISA Electron logo. HSBC does not accept any responsibility for any dealings the Merchant Establishment may have with the Cardholder, including but not limited to the supply of goods and services. HSBC makes no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to Cardholder. HSBC will not be responsible if the service is in any way deficient or otherwise unsatisfactory. Should the Cardholder have any complaint relating to any Merchant Establishment, the matter should be resolved with the Merchant Establishment and failure to do so will not relieve the Cardholder from any obligations to HSBC. HSBC may however try and assist the Cardholder wherever possible. For this, the Cardholder should inform HSBC of the complaint immediately along with any supporting documents.
- 5) The Cardholder will be liable for all costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any agent), or where legal resources have been utilised in resolution of a dispute.
- 6) HSBC accepts no responsibility for refusal by any Merchant Establishment to honour the Debit Card.
- 7) HSBC accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Account with the Transaction amount.
- 8) A purchase and a subsequent credit for cancellation of goods/services like air/rail tickets are two separate Transactions. The refund will only be credited to the Account (less cancellation charges) as and when it is received from the Merchant Establishment. If the credit is not posted to the Account within 30 days from the day of refund, the Cardholder should notify HSBC, along with a copy of the credit note from the Merchant Establishment.
- 9) In case of Debit Cards linked to multiple Accounts, Transactions at Merchant Establishments will be effected by debit to the primary Account. In case this Account has insufficient funds to honour such Transactions, HSBC will not honour the Transactions even if the necessary funds are available cumulatively or severally in the other Accounts linked to the Debit Card.

## International usage

- 1) Use of the Debit Card must be in strict accordance with the Foreign Exchange Management Act, 1999 and any rules/regulations thereunder (hereinafter referred to as "FEMA"). In the event of any failure to comply with the same, the Accountholder(s) will be liable jointly and severally for action under the FEMA and may be debarred from holding the Debit Card issued by HSBC either at the instance of HSBC or the Reserve Bank of India (RBI). The Accountholder(s) shall jointly and severally indemnify and hold harmless HSBC from and against any/all consequences arising from the Accountholder not complying with the provisions of FEMA.
- 2) The Debit Card is not valid for foreign currency transactions in Nepal and Bhutan (i.e. in any currency that is not the local currency or the Indian Rupee).
- 3) HSBC shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the foreign exchange entitlements as prescribed by the RBI from time to time, on HSBC becoming aware of such excess.
- 4) The Cardholder undertakes not to use the Debit Card to effect payment(s) for any illegal purchases i.e. purchases of items/services not permitted as per extant laws, rules and regulations (including FEMA).
- 5) In case of Transactions effected in foreign currency using the Debit Card, the Cardholder should promptly contact the Bank and complete all necessary documentation, as required under FEMA. Necessary RBI approvals should be sought through HSBC before usage of the Debit Card in excess of the item-wise limits prescribed under FEMA. HSBC reserves the right to report to RBI any contravention of these requirements.

## Fees

- 1) Transaction fees for cash withdrawals will be debited to the Account at the time of posting the cash withdrawal. Other Debit Card related Charges will be debited to the Account, from time to time, as per the prevailing tariff.
- 2) The current tariff is provided in the relevant Debit Card User Guide and the Bank shall provide prior notice of at least one (1) month before effecting any revision of the applicable tariff.
- 3) All charges in foreign currency will be billed to the Account in Indian Rupees. The Cardholder hereby authorises HSBC and VISA to convert the charges incurred in the foreign currency into

the Indian Rupee equivalent thereof at such rate as HSBC may from time to time designate.

- 4) Any cancellation of the Debit Card facility within 1 year from the date of availment will attract a charge, which may from time to time be fixed by the Bank.

## Disclosure of information

- 1) When requested by HSBC, the Cardholder shall provide any information, records or certificates relating to any matters that HSBC deems necessary for issuance of the Debit Card, maintenance thereof, execution of Transactions using the Premier Debit Card, renewal of the Debit Card or any other purpose related to the Debit Card. The Cardholder authorizes HSBC to verify the information furnished by whatever means or from whichever source deemed necessary. If such information/data is not provided or if incorrect information/data is provided, HSBC may at its discretion refuse renewal of the Debit Card or terminate the Debit Card forthwith.
- 2) HSBC reserves the right to disclose customer information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other wing of Central Government or State Government.
- 3) HSBC reserves the right to disclose, in strict confidence, to other institutions, such information concerning the Account as may be necessary or appropriate in connection to its participation in any Electronic Fund Transfer network, or as the Bank may deem necessary for the performance of any obligations arising out of or in connection with the use or operation of the Debit Card.
- 4) HSBC may assign any activities to any third party at its sole discretion and provide details of the Account to such third party agencies, for the purpose of back office processing and other activities outsourced as per Reserve Bank of India guidelines. In this connection, the Accountholder(s) understands that the Bank needs to and so authorises the Bank to, process, share, store or transmit information about the Accountholder, the Account and/or the Transaction(s), within the HSBC Group or with any institution or agent or third party used by the Bank. The Bank undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and the Bank will endeavour to maintain the strict confidentiality of such information within the HSBC Group unless (a) otherwise required or permitted by any applicable law, regulation or request of any public or regulatory authority; or (b) disclosure is required for the purposes of preventing fraud; or (c) the Bank deems disclosure necessary to provide the Debit Card facility. The Accountholder(s) and the Bank shall comply with all applicable data protection laws. The Accountholder(s) confirm(s) that all persons whose personal or other data is transmitted, processed or otherwise handled, have consented to such transmission,

processing or other handling under these terms and conditions, in accordance with these laws, or will do so prior to any such transmission, processing or other handling. The Account holder further agrees to indemnify and hold us harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.

- 5) From time to time, HSBC communicates various features / products / promotional offers which offer significant benefits to its customers and may use the services of third party agencies to do so. The Cardholder may avail of the 'Do Not Contact' service to opt out of such communication.
- 6) HSBC reserves the right to report to the RBI, any foreign currency withdrawals/payments effected using the Debit Card.

### Statements and records

1. The records of Debit Card Transactions will be available on the Statement sent by HSBC. Such Statements shall be mailed to the Accountholder on a periodic basis to the mailing address on record as per the terms and conditions applicable to the Account. The Accountholder can also get a verbal or written record of his/her Transactions at any time by calling the HSBC Phonebanking/Customer Service centres or utilising the mini-statement facility at HSBC ATMs.
2. HSBC's record of Transactions processed by the use of the Debit Card shall be conclusive and binding for all purposes.
3. The Accountholder is deemed to have received each statement of account for the preceding month, either on actual receipt of the statement of account or 10 days after the dispatch of the statement of account by the Bank, whichever is earlier (prescribed period). Upon receipt of each statement of account and in any event no more than 15 (fifteen) days from the period mentioned above, the accountholder agrees to immediately notify the Bank in writing of any errors, omissions, irregularities, including any fraudulent or unauthorized transactions or any other objections the cardholders has to that statement of account. If the accountholder fails to notify the Bank within 15 (fifteen) days, the statement of account and all entries therein, will be conclusive evidence of the correctness of the contents and binding upon the accountholder and/or any person claiming under or through such accountholder without the requirement for any further proof and the Bank will be released from all the liability for any transaction (including all charges, damages and losses of any kind whatsoever, taxes, levies, fines, fees or penalties suffered and/or incurred) occurring up to the date of the most recent statement of account except for transactions the cardholder gave notice of in accordance with this section
4. HSBC shall make bonafide and reasonable efforts to resolve an

aggrieved Accountholder's disagreement with a Transaction indicated in the Statement or as otherwise determined by the Accountholder(s), within two months of receipt of notice of disagreement. If after such effort, HSBC determines that the Transaction is a valid one, the same shall be communicated to the Accountholder(s).

### Termination

1. HSBC reserves the right to cancel/withdraw at any time without any prior notice or to renew at its discretion, the Debit Card or any of the other services offered at any time without prior notice and without assigning any reason.
2. In the event that the Accountholder decides to close the Account with HSBC, the Debit Card issued on such Account would automatically stand cancelled. The Cardholder must immediately cease to use the Debit Card and destroy and return the Debit Card linked to such Account. In case of any outstanding Transactions that have not yet been debited to the Account the same will be netted off from the balance prior to HSBC returning the funds to the Accountholder.
3. In the event that the Cardholder decides to terminate the use of the Debit Card, the Cardholder shall give HSBC not less than 7 days' prior notice in writing and forthwith return to HSBC, the Debit Card, cut into several pieces through the magnetic strip, and obtain a valid receipt thereof. Such termination shall be deemed a termination of the Debit Card facility accorded by the Bank to the Cardholder.
4. The Premier Platinum Debit Card shall be the property of the Bank and must be returned to the Bank immediately and unconditionally upon the Bank's request. The Cardholder should ensure that the identity of the Bank Officer is established before handing over the Debit Card.
5. HSBC shall be entitled to terminate the Debit Card facility with immediate effect and the Debit Card shall be returned upon the occurrence of any of the following events:
  - i) Failure to comply with the terms and conditions herein set forth.
  - ii) An event of default under any agreement or commitment (contingent or otherwise) entered into with HSBC.
  - iii) The Accountholder(s) becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
  - iv) Demise of the Cardholder.

Closure of the Account or failure to maintain the minimum average balance in the Account.

## Zero Lost Card Liability – Terms & Conditions

1. The loss or theft of the HSBC Premier Platinum Debit Card (hereinafter referred to as “Debit Card”) should be reported to HSBC PhoneBanking immediately. Although loss or theft may be reported by any means, the HSBC Premier Platinum Debit Cardholder (hereinafter referred to as “Cardholder”) must confirm the same in writing to HSBC as soon as possible.
2. Zero Lost Card Liability is applicable only on fraudulent Point of Sale Transactions and not ATM transactions. This feature is not applicable to frauds related to delivery of cards.
3. The Zero Liability offering is valid for all Point of Sale transactions carried out on HSBC Premier Platinum Debit Cards and reported after 15th June 2009
4. In case of unsigned card (signature not present on reverse of card), Zero Lost Card Liability will not be applicable, and the cardholder will be liable for the transaction.
5. The liability per card is restricted to a maximum of Rs. 100,000 and for losses up to a maximum of 30 days prior to reporting the loss of Debit Card to the Bank
6. Cardholder will receive the credit, within 25 working days of receipt of required documents by the bank
7. Documents required to be submitted:
  - a. Claim Form
  - b. Dispute Letter with list of disputed transactions (Date, Name of Merchant, Amount)
  - c. FIR/Police Complaint
  - d. Passport copy (in case of international transaction dispute)
8. Cardholder must submit the required documents to nearest HSBC branch within 15 days of reporting the loss to HSBC.
9. The number of claims is restricted to a maximum of one claim per account in the calendar year.
10. Bank reserves the right to reject the claim if similar claim has already been made on the card earlier during the same calendar year.
11. Claims under Zero Lost Card Liability to be accepted & processed, the cardholder should have carried out at least 1 purchase transaction using the Debit Card, within 3 months prior to the date of the disputed purchase transaction.
12. On receipt of communication regarding your lost or stolen debit card along with the requisite documents, HSBC is authorized to conduct its own investigation in respect of such lost or stolen card. If such investigation reveals any direct or indirect involvement of the cardholder or cardholder’s relatives or employees or colluding with third parties, HSBC is authorized to

take appropriate action against the cardholder in addition to refusing to extend the benefit of Zero Lost Card liability to the cardholder.

13. The findings and the decision of the Bank in case of any dispute shall be final and binding on the cardholder.
14. HSBC reserves its absolute right to withdraw or alter any of the terms and conditions of this feature at any point in time without prior notice to the Cardholder(s).
15. Any dispute arising out of or in connection with this feature shall be subject to the exclusive jurisdiction of the courts in Mumbai only. The existence of a dispute, if any, shall not constitute a claim against HSBC.

## General

- 1) The Accountholder(s) will promptly notify HSBC in writing of any change in address and telephone numbers.
- 2) The Bank reserves the right to add, to delete and/or vary any of these Terms and Conditions and such changed Terms and Conditions will be displayed on the HSBC website and a copy of the same available on request. Use of the Premier Platinum Debit Card after the date upon which any change to these Terms and Conditions is to have effect (as specified in the Bank’s notice), will constitute acceptance without reservation by the Cardholder of such change. If the Cardholder does not accept any such change, the Debit Card must be returned to the Bank prior to the date upon which such change comes into effect.
- 3) Any notice hereunder sent by post will be deemed to have been received by the Cardholder within 7 days from the posting of the notification to the address last given to HSBC in writing. Publication of changes by such means as HSBC may consider appropriate will constitute effective notice to the Cardholder thereof.
- 4) If a Cardholder, by using the Debit Card, draws an amount in excess of the balance available or overdraft limit permitted by HSBC, the Cardholder will pay HSBC promptly and unconditionally, the entire amount overdrawn with interest and penalties, if any, at a rate to be decided by HSBC. However this should not be construed as an agreement, either expressed or implied that HSBC is bound to grant any overdraft facility whatsoever.
- 5) The Bank will not be liable for any failure to provide any service or to perform any obligation thereunder where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Debit Card, temporary insufficiency of funds, any dispute or other circumstances beyond its control.
- 6) Where the Bank knows of or suspects a breach of security or

other suspicious circumstances in respect of or in connection with the operation of one or more of the Accounts or in connection with the use of Debit Card, the Bank may, in its absolute discretion and without any liability, decline authorization for any Transaction and in that event, the Bank will, to the extent possible, inform the Cardholder as soon as practicable.

- 7) HSBC shall not be liable for any loss or damage, including any consequential or indirect loss or damage, arising from or related to the issue/use/loss of the Debit Card and related PIN, howsoever caused.
- 8) In addition to these terms and conditions, the usage of the Debit Card shall also be subject to Visa guidelines. The issue and use of the Debit Card shall be subject to extant laws, rules and regulations, Visa guidelines and HSBC's terms and conditions, as may be in force from time to time. All authorisations and powers conferred on the Bank are irrevocable. These terms and conditions will be construed in accordance with and governed by the laws of India. All disputes are subject to the exclusive jurisdiction of the Courts of Mumbai only, irrespective of whether any other Court may have concurrent jurisdiction in the matter.

The issue and use of the Premier Platinum Debit Card shall be subject to extant laws, rules and regulations, Visa guidelines and HSBC's terms and conditions, as may be in force from time to time.

All authorisations and powers conferred on the Bank are irrevocable. These terms and conditions will be construed in accordance with and governed by the laws of India.

All disputes are subject to the exclusive jurisdiction of the Courts of Mumbai, irrespective of whether any other Court may have concurrent jurisdiction in the matter.