

## Terms and Conditions of the HSBC India Debit Card

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 HSBC India 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 Cardholder's 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 India Premier Platinum Debit Card as appropriate, the internationally valid Premier Platinum Debit Card issued by HSBC India to a Cardholder.
- 3) **'Cardholder'** refers to a person to whom a HSBC India Premier Platinum Debit Card has been issued by HSBC India on an HSBC Premier Account held with HSBC India. The Cardholder should be either the sole accountholder or in case of joint accounts, the sole signatory or authorised to act alone.
- 4) **'Accountholder'** refers to the individual(s) who hold(s) a Premier account with HSBC India, 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 India to be eligible for the valid operation of the HSBC India Premier Platinum Debit Card.
- 6) **'ATM'** refers to Automated Teller Machines.
- 7) **'Authentication'** means validation of an online transaction using the One Time Password (OTP).
- 8) **'Chip'** means, Chip embedded in internationally valid HSBC India Debit Card issued by HSBC India to a Cardholder holding a HSBC Account. The embedded Chip provides the latest in security features. In addition to this, Chip card also has a magnetic stripe (magstripe card) to support fall back transactions on the Chip card.
- 9) **'Fallback'** refers to the payment transaction effected on the Debit Card by swiping the card on a Point of Sales (POS) terminal which is not enabled on CHIP cards. Such POS transactions are processed based on the information contained in the magnetic

stripe of the card, instead of information on the Chip and will be treated as a magnetic stripe card transaction and USD 1500 per transaction limit will thereby apply on international transactions.

- 10) **'Statement'** means a periodic statement of account(s) sent by HSBC India 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 an account. It may also include any other information related to the account that HSBC India may deem fit to include.
- 11) **'Transaction'** means any permissible instruction given by a Cardholder using the Debit Card directly or indirectly, to HSBC India, to effect permissible actions in relation to the account (examples of transactions would be cash withdrawals, payments at Point of Sale (POS), cash/cheque deposits, etc.
- 12) **'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.
- 13) **'POS'** refers to Point of Sale swipe terminals that permit the debiting of the demand deposit accounts for purchase transactions at merchant establishments.
- 14) **'Dip'** refers to inserting the Chip card at the POS terminal slot/Chip reader for initiating the card payment transaction by processing the information in the Chip.
- 15) **'Swipe'** refers to the act of swiping the card in the POS terminal slot/reader for initiating the card payment transaction by processing the information in the magnetic stripe at the back of the card.
- 16) **'One Time Password (OTP)'** means any password(s) or other means of authentication as we may specify from time to time, which will facilitate Cardholder making Debit Card payments through the internet in a secured manner at the merchant establishment.
- 17) **'SMS'** refers to short message service which allows the Cardholder to receive text messages sent through a mobile service network.
- 18) **'Online transaction'** means purchase or payment transaction at websites.
- 19) **'Primary account'** shall mean, the account from which purchase transactions, charges and fees related to the Debit Card are debited; in case of multiple accounts linked to the Debit Card, it refers to the account that has been designated as being the main/ first account of operation.
- 20) **'International Transactions'** refers to all transactions effected by the Cardholder from HSBC India outside of India, Nepal and Bhutan.
- 21) **'Visa'** shall mean a mark owned by Visa International.
- 22) **'Visa ATM network'** shall mean ATMs that honour the Debit Card and that display the Visa or Electron symbols.
- 23) **'PIN'** means a personal identification number used in conjunction with a card.
- 24) **'Local/Domestic usage'** means the Debit Card is valid for usage only in India.

- 25) **'International usage'** means the Debit Card is valid for usage internationally (including India).
- 26) **'Service Provider'** means third party utility service provider or any other service provider, for e.g. CSP, Electricity Distributor, Gas Distribution Agencies, Insurance Providers, etc.
- 27) **'Gross Negligence'** - As per the general definition, gross negligence is a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both
- 28) **'Reporting Date'** - The date when customer intimates the Bank about the fraudulent transaction is considered as reporting date.

### Issue of HSBC India 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 Debit Card shall be subject to RBI regulations as also HSBC India'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 HSBC India Premier Platinum Debit Card under his/her custody.

### Usage of HSBC India Premier Platinum Debit Card

The Cardholder or in case of joint account, all the accountholders jointly and severally, shall be responsible for all transactions effected by the use of Debit Card, whether or not the transaction were/are authorised by the Cardholder(s)/accountholder(s) and shall indemnify HSBC India for the loss or damage caused by any unauthorised use of Debit Card or related PIN, including any penal action arising on account of violation of any RBI guidelines, FEMA or any other law, rules and regulations for the time being, in force.

### 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 HSBC India 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 upto the last date of the month/year indicated on the face of the card. The Cardholder undertakes to destroy the Debit Card when it expires by cutting it into several pieces. HSBC India reserves the sole right of renewing the Debit Card on expiry, subject to satisfactory evaluation of the conduct of the account(s). The Debit Card will be sent to the Cardholder before the expiry of the Debit Card.
- 4) The account shall be debited with the amount of any withdrawal, transfer and/or any other transactions effected by use of 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 HSBC India or withdraw funds by use of Debit Card in excess of the overdraft limit, if any, agreed with HSBC India.

### **ATM usage of HSBC India Premier Platinum Debit Card**

- 1) Depending on the usage validity (Domestic/International) as opted for by the Cardholder at the time of application, the Debit Cards issued on Resident and NRE accounts are accepted at the HSBC Group ATMs and ATMs of other banks worldwide, which are members of the Visa ATM network.
- 2) Please note in absence of usage preference, bank shall issue a Debit Card with domestic usage only.
- 3) HSBC India Debit Cards linked to Non-Resident Ordinary (NRO) account or Power-of-Attorney (POA) Debit Card linked to HSBC India NRE Account will have access only to HSBC India ATMs and ATMs affiliated to the Visa network in India.
- 4) Cash withdrawals performed by the Cardholder at the HSBC India 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 non-HSBC India Visa ATMs will be subject to a fee and will be debited to the account at the time of posting the cash withdrawals.
- 5) HSBC India Premier Platinum Debit Cardholders can avail of unlimited ATM transactions per month at non-HSBC Visa network ATMs in India.
- 6) Cash and/or cheques deposited in any ATM by the use of Debit Card will only be credited to the account after verification by HSBC India, which shall be conclusive and binding for all purposes. The ATM transaction slip issued by the ATM at the time of deposit only represents what the Cardholder purports to have deposited. The deposit amount mentioned on the ATM transaction slip will not be binding on HSBC India. Cheques will be accepted for collection only and proceeds will not be available, until these cheques, are released in the account. Similarly, for all cash withdrawals, at an HSBC India ATM, any statements issued by the ATM at the time of withdrawal shall be conclusive, unless verified otherwise by HSBC India. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Cardholder.
- 7) 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 India 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 a Point of Sale (POS) swipe terminal. Any usage of the card for purchases at merchant establishments other than through a POS swipe terminal, will be deemed unauthorised 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:

- a) Activate the Debit Card through IVR by calling on 1800 103 4015.
- b) Use the Debit Card at any Visa ATM for a balance enquiry or cash withdrawal transaction.

OR

- c) Use the Debit Card at any POS terminal that supports Chip and PIN capability. Cardholder will need to enter 6-digit ATM PIN after the merchant dips the Debit Card at the POS terminal.
- 3) For making payments at merchant establishments, the Cardholder may have to enter his 6-digit HSBC ATM PIN in the POS terminal, must sign the charge slip and retain the Cardholder copy. Copies of the charge slip may be furnished by HSBC India at an additional charge. A charge slip with the signature of the Cardholder together with proof of successful PIN validation, and the Debit Card number noted thereon shall be conclusive evidence between HSBC India and the Cardholder, as to the extent of liability incurred by the Cardholder. HSBC India shall not be required to ensure that the Cardholder has received/availed the goods/services to his/her satisfaction. Any charge 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) Duplicate copies of the charge slip may be furnished by HSBC India upon Cardholder's request, at an additional charge.
  - 5) The Debit Card is accepted at all electronic merchant establishments in India and overseas which display the Visa Electron logo subject to card usage preference. HSBC India 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 India makes no representations about the quality of the goods and services offered by third parties providing benefits, such as discounts to Cardholder. HSBC India 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 India. HSBC India may, however, try and assist the Cardholder wherever possible. For this, the Cardholder should inform HSBC India of the complaint immediately along with any supporting documents.
  - 6) 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.
  - 7) HSBC India accepts no responsibility for refusal by any merchant establishment to honour the Debit Card.
  - 8) HSBC India accepts no responsibility for any surcharge levied by any merchant establishment and debited to the account with the transaction amount.
  - 9) 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 Cardholder's savings/current 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 India, along with a copy of the credit note from the merchant establishment.

- 10) 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 India will not honour the transactions even if the necessary funds are available cumulatively or severally in other accounts linked to Debit Card.
- 11) Any usage of the card other than electronic use will be considered as unauthorised and the Cardholder will be solely responsible for such transactions unless there is a specific offer by HSBC India to the Cardholder. Electronic usage is construed as the charge slip/ transaction slip printed electronically from the POS terminal.
- 12) The card is operable with the help of the Cardholder's signature (only in case of cards issued with Visa) or the PIN and Cardholder's signature at POS terminals installed at merchant locations depending on the functionality of the POS terminal.
- 13) HSBC India Debit Cards linked to Non-Resident Ordinary (NRO) account or Power-of-Attorney (POA) chip Debit Card linked to HSBC India NRE account will have access only to Visa merchant outlets in India.

### Usage online at websites

HSBC India Debit Card can be used for shopping online at websites where Visa cards are accepted.

- 1) To shop online with HSBC India Debit Card, the Cardholder would be required to authenticate the transaction using an OTP. The OTP will be automatically sent by HSBC India's system to the Cardholder's registered mobile number via SMS when the online transaction is initiated.
- 2) The Cardholder will be required to enter the 6-digit OTP at the Verified by Visa (VbV) authentication screen to complete the online transaction.
- 3) Cardholder resident in India are notified that collecting and effecting/remitting payments directly/indirectly outside India in any form towards overseas foreign exchange trading through electronic/internet trading portals is prohibited and Cardholder making such transactions would make himself/herself/themselves liable to be proceeded against with for contravention of the Foreign Exchange Management Act (FEMA), 1999 besides being liable for violation of regulations relating to Know Your Customer (KYC) norms/Anti-Money Laundering (AML) standards.

### Terms and Conditions on SMS OTP for Card Activation

- 1) By using this One Time Password (OTP) service (the 'Service'), you will be deemed to have accepted and agreed to comply with these terms, which shall operate in addition to all other applicable terms, including our applicable data policies, the terms and conditions governing the use of your credit card, the terms and conditions governing the use of HSBC's Debit Card.
- 2) When activating the HSBC Debit Card newly issued to you for whom the Service is applicable, you are required to enter an OTP

sent to you via SMS on your registered mobile no with the bank for acceptance and activation of the HSBC Debit Card.

- 3) If you cannot provide the OTP or the authentication through the Service fails, the Debit Card may not be activated. We will not be liable for any delay in receipt of SMS due to mobile network congestion or handset limitations.
- 4) Debit Cardholders will be responsible for the accuracy of his/her personal details provided by him/her to HSBC. Debit Cardholders must inform HSBC immediately of any change in his/her particulars.
- 5) Debit Cardholders will ensure that his/her mobile phone and number is able to receive text messaging both in India and overseas. Debit Cardholders will be responsible for any fee imposed by his/her respective mobile phone service provider.
- 6) This Service is subject to the terms and conditions of the Cardholder's agreement with his/her mobile phone service provider.
- 7) Debit Cardholders acknowledge and agree that the sending of any SMS alert by HSBC and/or its receipt by Debit Cardholders may be delayed or prevented by factor(s) outside of HSBC's control.
- 8) You are fully responsible and liable for all transactions made by after activating the card using the OTP received by you.
- 9) You must not allow any unauthorised access or give any other person access to the Debit Card and OTP used for accessing the Service. You are required to keep the OTP secret at all times and must not disclose it to
  - a) any person or write it down or
  - b) record it in a manner that could result in its disclosure or misuse.
- 10) If you discover that your Debit Card details or the OTP may have been used in an unauthorised way, you must notify us as soon as reasonably practical by calling our HSBC PhoneBanking numbers. In certain circumstances, we may also require you to make a police report accompanied by any other information we may require.
- 11) You accept that you are responsible for the use of the Service and agree to act prudently and in good faith, including by taking the measures listed below to safeguard the security of the Service and the OTP. You must also follow HSBC's security recommendations (copies of which are provided on HSBC's website) and any other notices relating to the Service from time to time issued. If you fail to observe any such notices and/or your responsibilities under these terms, you are liable for all claims, losses, liabilities and other consequences arising from or in connection with the use of the Service.
- 12) HSBC will be entitled to prescribe or amend these terms and conditions including methods for the use of the Service, as well as the channel for provision or use of the Service, as HSBC deems appropriate.
- 13) HSBC will cease to provide the Service:
  - a) if these terms and conditions are not complied with;
  - b) if the Debit Card account is closed;
  - c) upon the death or contractual incapacity of the Debit Cardholder;

- d) upon written request of the Debit Cardholder; and
  - e) at HSBC's own discretion.
- 14) HSBC reserves the right to begin charging a fee for such a Service by giving one month's prior notice to the Debit Cardholder.

### **Terms and Conditions governing the use of the OTP facility**

- 1) For online transactions where the OTP facility is applicable, the Cardholder is required to enter an OTP sent to the Cardholder via SMS on their registered mobile number for authenticating the transaction. HSBC India will not be liable for any merchant's refusal to accept Cardholder's card for any payment in absence of OTP authentication for any reason whatsoever.
- 2) Cardholders will be responsible for the accuracy of his/her personal details provided by him/her to HSBC India. Cardholders must inform HSBC India immediately of any change in his/her particulars.
- 3) Cardholders will ensure that his/her mobile phone and number is able to receive text messaging both in India and overseas. Cardholders will be responsible for any fee imposed by his/her respective mobile phone service provider.
- 4) This service is subject to the terms and conditions of the Cardholder's agreement with his/her mobile phone service provider.
- 5) Cardholders acknowledge and agree that the sending of any SMS alert by HSBC India and/or its receipt by Cardholders may be delayed or prevented by factor(s) outside of HSBC India's control.
- 6) The SMS alert for delivery of the OTP will inform the Cardholder on the validity period of the OTP. This validity period may be changed by HSBC India without prior notice. Please check the validity period in the SMS text prior to transacting online. HSBC India will not be liable for any or all losses, damage, expenses, fees, costs, (including legal costs on a full indemnity basis), that may arise, directly or indirectly, in whole or in part, from (a) the non-delivery, the delayed delivery, or the misdirected delivery of an alert; (b) the non-receipt of an alert; (c) inaccurate or incomplete content in an alert; (d) reliance on or use of the information provided in an alert for any purpose; or (e) any third party, whether authorised or not, obtaining Cardholder account information contained in the alert by accessing the Cardholder's mobile phone.
- 7) The Cardholder is fully responsible and liable for all transactions made by using the OTP received by the Cardholder.
- 8) The Cardholder must not allow any unauthorised access or any other person access to the card and OTP used for accessing the OTP facility.
- 9) The Cardholders must keep the OTP secret at all times and must not disclose it to any person or write it down or record it in a manner that could result in its disclosure or misuse.
- 10) If the Cardholder discovers that the card details or the OTP may have been used in an unauthorised manner, the Cardholder must notify HSBC India as soon as reasonably practical by calling our HSBC PhoneBanking numbers. In certain circumstances, we may also require the Cardholder to make a police report accompanied by any other information we may require.
- 11) The Cardholders accept that they are responsible for the use of the

OTP facility and agree to act prudently and in good faith, including by taking the measures listed below to safeguard the security of the service and the OTP. The Cardholder must also follow HSBC India's security recommendations (copies of which are provided on HSBC India's website) and any other notices relating to the service from time to time issued. If the Cardholders fail to observe any such notices and/or responsibilities under these terms, the Cardholders are liable for all claims, losses, liabilities and other consequences arising from or in connection with the use of the service.

- 12) HSBC India will be entitled to prescribe or amend these terms and conditions including methods for the use of the service, as well as the channel for provision or use of the service, as HSBC India deems appropriate.
- 13) HSBC India will cease to provide the service:
  - a) if these terms and conditions are not complied with;
  - b) if the card account is closed;
  - c) upon the death or contractual incapacity of the Cardholder;
  - d) upon written request of the Cardholder;
  - e) in the event of improper operation of the card account by the Cardholder; or
  - f) at its own discretion.

#### **International usage (for cards issued on Resident and NRE accounts if opted for International usage)**

- 1) Use of 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 FEMA and may be debarred from holding the Debit Card issued by HSBC India, either at the instance of HSBC India or the Reserve Bank of India (RBI). The accountholder(s) shall jointly and severally indemnify and hold HSBC India harmless from and against any/all consequences arising from the accountholder not complying with the provisions of FEMA.
- 2) HSBC India request the Cardholder to intimate HSBC India in case of change of residency status as per Foreign Exchange Management Act (1999) (FEMA). Please surrender Debit Card before proceeding overseas on permanent employment and/or emigrating and/or changing nationality.
- 3) HSBC India shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorisation for any transaction, on account of the Cardholder having exceeded the foreign exchange entitlements as prescribed by RBI from time to time, on HSBC India becoming aware of such excess.
- 4) The Cardholder undertakes not to use 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 Debit Card, the Cardholder should promptly contact HSBC India and complete all necessary documentation, as required under FEMA. Necessary RBI approvals should be sought through HSBC India before usage of Debit Card in excess of the item-wise limits

prescribed under FEMA. HSBC India reserves the right to report to RBI any contravention of these requirements.

- 6) All Chip Debit Cards issued on or after 1 December 2013 will be enabled for Domestic or International usage as per the preference stated by the Cardholder at the time of Debit Card application. In absence of any preference, the Debit Card will be issued with a default domestic usage only.
- 7) In case you use your HSBC Debit Card internationally where the merchant does not have a Chip enabled POS terminal, the magnetic stripe on your Debit Card is then utilised for that international transaction. A limit of USD 750 per transaction will apply subject to the 'purchase transaction limit' (as defined in the Tariff Schedule) and available balance on your linked HSBC Account.
- 8) Cardholders have the option to change the status of their Debit Cards either to domestic usage or international usage during the life of the card. To convert the card, you can call HSBC PhoneBanking numbers or submit a 'Domestic/International Card Usage Form' at the nearest HSBC India branch.

### **Fees for HSBC India Premier Platinum Debit Card**

- 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 applicable for HSBC customers.
- 2) 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 applicable for HSBC customers.
- 3) The current tariff is provided in the relevant Debit Card user guide and HSBC India shall provide prior notice of at least one (1) month before effecting any revision of the applicable tariff.
- 4) All charges in foreign currency will be billed to the account in Indian Rupees. The Cardholder hereby authorises HSBC India and Visa to convert the charges incurred in foreign currency into Indian Rupee equivalent thereof at such rate as HSBC India may designate from time to time. HSBC India will charge (w.e.f. 20 July 2009) across currency conversion markup of 3.5% of the INR value of the transaction (plus applicable taxes<sup>#</sup>) on all international transactions (ATM and Point of Sale) using the HSBC India Premier Platinum Debit Card.
- 5) The charges will get debited to the customer within a maximum of 60 calendar days from the date of transactions, unless otherwise specified.

### **Disclosure of information**

- 1) When requested by HSBC India, the Cardholder/accontholder shall provide any information, records or certificates relating to any matters that HSBC India deems necessary for issuance of a Debit Card, maintenance thereof, execution of transactions using the HSBC India Premier Platinum Debit Card, renewal of Debit Card or any other purpose related to Debit Card. The Cardholder/accontholder authorises HSBC India to verify the information furnished by the Cardholder/accontholder by whatever means or from whichever source deemed necessary by HSBC India. If such

information/data is not provided or if incorrect information/data is provided, HSBC India may at its sole discretion refuse renewal of Debit Card or terminate the Debit Card forthwith.

- 2) HSBC India reserves the right to disclose Cardholder 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 India 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 HSBC India may deem necessary for the performance of any obligations arising out of or in connection with the use or operation of Debit Card.
- 4) HSBC India 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 HSBC India needs to and so authorises HSBC India 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 any agent or third party used by HSBC India either in India or overseas. HSBC India undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and HSBC India 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 purpose of preventing fraud; or (c) HSBC India deems disclosure necessary to provide Debit Card facility. The accountholder(s)/Cardholders and HSBC India shall comply with all applicable data protection laws. The accountholder(s)/Cardholders consents to transmission, processing or other handling of personal or other data that is transmitted, processed or otherwise handled, under these terms and conditions, in accordance with the applicable laws. The accountholder/ Cardholder further agrees to indemnify and hold HSBC India non-accountable for all costs, penalties, damages and other losses incurred as the result of any breach of this provision.
- 5) From time to time, HSBC India communicates various features/ products/promotional offers which provide significant benefits to its Cardholders and may use the services of third party agencies to do so. The Cardholder/acountholder may avail of the 'Do Not Contact' service to opt out of such communications.
- 6) HSBC India reserves the right to report to the RBI, any foreign currency withdrawals/payments effected using Debit Card.

## Statements and records

- 1) The records of Debit Card transactions will be available on the statement sent by HSBC India. Such statements shall be mailed to the accountholder on a periodic basis to the mailing address on record. The accountholder/Cardholder can also get a verbal or written record, of his/her transactions at any time by calling HSBC PhoneBanking or utilising the mini-statement.
- 2) HSBC's record of transactions processed by the use of Debit Card shall be conclusive and binding for all purposes.

- 3) The accountholder/Cardholder is deemed to have received each statement of account for the preceding month either on actual receipt of the statement of account or ten days after the dispatch of the statement of account by HSBC India, whichever is earlier (prescribed period). The accountholder shall inform HSBC India in writing of any errors, omissions, irregularities including any fraudulent or any unauthorised transactions or any other objections that the accountholder(s) may have in that statement of account. This intimation should be given in writing to HSBC India within fifteen days from the receipt of the statement of account. If no such notice is received during this time, HSBC India will assume the correctness of both the transactions and the statement. HSBC India's record of transactions processed by the use of Chip Debit Card shall be conclusive and binding for all purposes.
- 4) HSBC India shall make bona fide 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 India determines that the transaction is a valid one, the same shall be communicated to the accountholder(s).

### **Termination of HSBC India Premier Platinum Debit Card**

- 1) HSBC India reserves the right to cancel/withdraw or to renew at its discretion, the Debit Card or any of the other services offered at any time by giving a prospective notice of 30 days without assigning any reason.
- 2) In the event that the accountholder decides to close the account with HSBC India, 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 account balance, prior to HSBC India 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 India not less than 7 days' prior notice in writing and forthwith return to HSBC India, the Debit Card, cut into several pieces through the magnetic stripe, and obtain a valid receipt thereof. Such termination shall be deemed as a termination of the Debit Card facility accorded by HSBC India to the Cardholder.
- 4) The HSBC India Premier Platinum Debit Card shall be the property of HSBC India and must be returned to HSBC India immediately and unconditionally upon HSBC India's request. The Cardholder should ensure that the identity of HSBC India Officer is established before handing over the Debit Card, when to destroy card upon card expiry or closure of account, cut it into several pieces through the magnetic stripe.
- 5) HSBC India 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:
  - a) Failure to comply with the terms and conditions herein set forth.
  - b) An event of default under any agreement or commitment (contingent or otherwise) entered into with HSBC India.

- c) The accountholder(s) becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
- d) Demise of the Cardholder.
- e) Closure of account or failure to maintain the minimum average balance in the account.

### **Insurance cover on Premier Platinum Debit Cards through Group Policy held by HSBC**

Your HSBC India Premier Platinum Debit Card is insured through insurance service provider ICICI Lombard and has the following covers -

- 1) \*Lost Card Liability
- 2) Counterfeit/Skimming of Cards
- 3) Online fraud protection

\*Lost Card Liability Protection is also provided by Visa up to ₹100,000; however customers may choose to claim either from Visa or from ICICI Lombard.

### **General Terms and Conditions**

- 1) HSBC, India holds an Insurance Policy, issued by ICICI Lombard General Insurance Company Limited, on behalf of Premier Platinum Debit Cardholders (Cardholders).
- 2) All insurance benefits listed are provided to debit Cardholders directly by ICICI Lombard General Insurance Company Limited, whose terms, conditions and decisions shall apply and for which the HSBC Bank is not liable.
- 3) HSBC does not provide any warranty and/or make representation about quality, delivery of the cover, processing of the claims or settlement of the claims by ICICI Lombard General Insurance Company Limited in any manner whatsoever.
- 4) Gross Negligence is not covered under this policy.
- 5) Any claim due to deliberate breach of law would not be payable.
- 6) Cardholder in every case is required to cancel the card as soon as practicable, but not more than 3 days from the date of notification of fraud transaction via SMS, card statement, e-mail, net banking.
- 7) 30 days prior to the reporting date and 7 days post reporting date claims are covered under the policy availed for up to maximum amount of ₹500,000 for all type of claims.
- 8) Claims for settlement are required to be sent directly to ICICI Lombard General Insurance Company Limited.
- 9) The insurance benefits are available to Cardholders regardless of other existing insurance that he/she might have availed or may avail of. Cardholder may be asked to submit additional documents, as per the requirements of the case.
- 10) The Bank will not be liable for any delayed settlement of claims.
- 11) Both the Insurance covers i.e one provided by Visa and one by ICICI Lombard as mentioned above are reimbursable. However, Claim for a loss can be paid only once, either through Visa or ICICI Lombard.
- 12) Reimbursement would be restricted to the lower of loss incurred and maximum sum insured.
- 13) For any further queries or assistance related to the policy, exclusions and claim settlements, you can write to [hsbccustomer@almondz.com](mailto:hsbccustomer@almondz.com)
- 14) For more details, please visit [www.hsbc.co.in/Debit card section](http://www.hsbc.co.in/Debit card section).

## Lost Card Liability

### 1) If claimed through ICICI Lombard

The HSBC India Premier Platinum Debit Cardholder has nil lost debit card liability after reporting and registering the loss of the HSBC India Premier Platinum Debit Card to HSBC.

- a) The HSBC Premier Platinum Debit Cardholder has nil lost debit card liability after reporting and registering the loss of the HSBC Premier Platinum Debit Card to HSBC.
- b) All fraudulent utilisation of lost or stolen covered debit cards including at Point of Sale and merchant establishments transactions are covered under the Policy issued by ICICI Lombard.
- c) ATM related transactions are not covered under this Policy.
- d) All losses arising from breach of 2nd level authorisations (Second Level authentications are requirement of additional security measures like PIN, Password, Digital Keys Or OTP. Any transactions which require additional security input apart from the card number and CVV to complete the transactions falls under this policy) are not covered under this Policy.
- e) Internet Banking Frauds is defined as fraudulent transactions being made on the internet by use of lost/stolen cards.
- f) Pre-delivery Fraud (Any fraud before the delivery of the card to the customer are not covered under this policy) not covered under this Policy.
- g) Claims arising due to an act of Terrorism are not covered under this Policy.
- h) FIR is required to be mandatorily submitted by the Cardholder in case of Card loss.

### 2) If claimed through Visa

- a) In case of loss or theft, Cardholder gets benefit of Lost Card Liability protection against fraudulent purchase transactions for losses occurring on account of loss of Debit Card for upto 30 days prior to reporting the loss of Debit Card to HSBC India. The benefit is subject to the following terms and conditions:
  - i) The loss or theft of Debit Card should be reported to HSBC PhoneBanking immediately. Although loss or theft may be reported by any means, the HSBC India Premier Platinum Debit Cardholder (hereinafter referred to as 'Cardholder') must confirm the same in writing to HSBC India as soon as possible.
  - ii) Lost Card Liability protection 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. The liability offering is valid for all Point of Sale transactions carried out on HSBC India Premier Platinum Debit Cards and reported after 15 June 2009. In case of unsigned card (signature not present on reverse of card), Lost Card Liability protection will not be applicable, and the Cardholder will be liable for the transaction. The liability per card is restricted to a maximum of ₹100,000 and for losses upto a maximum of 30 days prior to reporting the loss of Debit Card to HSBC India. Cardholder will receive the credit within 25 working days of receipt of required documents by HSBC India.
- 2) The number of claims is restricted to a maximum of one claim per account in the calendar year. Bank reserves the right to reject the

claim, if similar claim has already been made on the card earlier during the same calendar year. For the claims under Lost Card Liability protection to be accepted and 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. On receipt of communication regarding lost or stolen Debit Card along with the requisite documents, HSBC India is authorised 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 India is authorised to take appropriate action against the Cardholder, in addition to refusing to extend the benefit of Lost Card Liability protection to the Cardholder. The findings and the decision of HSBC India in case of any dispute shall be final and binding on the Cardholder. HSBC India reserves its absolute right to withdraw or alter any of the terms and conditions pertaining to this feature at any point in time with appropriate notice to the Cardholder(s). 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 any claim against HSBC India.

### Counterfeit Cards

- 1) Skimming i.e. Any Fraudulent Use of a Bank Card(s) where property, labor or services are sold and delivered by a merchant to an individual purporting to be the Cardholder using telephone, fax machines, postal services or a computer based system or network) is covered under this Policy.
- 2) Losses arising out of duplicate or Counterfeit Cards as issued by the Bank created without the Cardholder's knowledge are covered under this Policy.
- 3) Claim for Counterfeit Card (shall mean a Card which has been embossed or printed so as to pass off as a Card issued by the Bank which is subsequently altered or modified or tampered with without consent of the Bank) is covered under this Policy.

### Online fraud protection

- 1) Phishing/account takeover i.e. Any fraudulent loss or damage arising due to Information obtained by Unauthorised Access to sensitive information such as usernames, passwords and any card details by masquerading as a trustworthy entity in an electronic communication which is not owned, operated or contracted by the Insured or the Insured's Bank (Cardprocessor) is covered under this Policy.
- 2) The Policy covers all online fraudulent utilisation of debit cards using the authorized CVV (Card Verification Value Code) issued to the Cardholder by the Bank.
- 3) This Policy covers Liability arising out of any loss of Card transactions using the authorised PIN issued to the Cardholder by the Bank.
- 4) ICICI Lombard, will not make any payment for any claim directly or indirectly arising from, or occasioned by, or due to:
  - a) Loss incurred by the Cardholder because of misuse of card by himself at any site not having authorised VeriSign Security status or any other equivalent security status at any point in

time for the entire period of the insurance.

- b) Any failed/duplicate/declined transactions by host website/ authorised bank.
- c) Any loss arising from errors made by the host Website/ authorised bank.

## Claims procedure

Following are the guidelines to claim Insurance provided by ICICI Lombard:

- 1) Claims will be reported to Almondz at e-mail ID [hsbccustomer@almondz.com](mailto:hsbccustomer@almondz.com)
- 2) ICICI Lombard will receive all the claims from Almondz team and all claims related queries and issues will be handled by Almondz Team.
- 3) While lodging the claim below mentioned details should be mentioned by Cardholder.
  - a) Card Number
  - b) Type of Card
  - c) Name of the Cardholder
  - d) Date of Loss
  - e) Amount of Loss
  - f) Place of Loss
  - g) Nature of Claim
  - h) Date and intimation to Bank

## Checklist of Documents

Online/Counterfeit/Skimming Claims:

- a) Dispute Form
- b) Claim Form
- c) 3 Month Bank statement
- d) Passport pages (If fraud is outside India)
- e) Card Copy

## Lost Card Claims

- 1) Documents required to be submitted: if claimed through ICICI Lombard -
  - a) Dispute Form
  - b) Claim Form
  - c) 3 Month Bank statement
  - d) Passport pages (If fraud is outside India)
- 2) Documents required to be submitted if claimed through Visa:
  - 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)
  - e) Cardholder must submit the required documents to nearest HSBC branch within 15 days of reporting the loss to HSBC India

## Other Terms and Conditions of HSBC India Premier Platinum Debit Card

- 1) By using this OTP, the Cardholder will be deemed to have accepted and agreed to comply with these terms, which shall operate in addition to all other applicable terms, including HSBC India applicable data policies, the terms and conditions governing the use of Chip Debit Card, the terms and conditions governing the use of HSBC India website (which include the website conditions of use) and any security measures provided by HSBC India from time to time for online shopping or the service.
- 2) The account holder(s) will promptly notify HSBC India in writing of any change in address and telephone numbers.
- 3) From 15 September 2016, in addition to the SMS that you received on your registered mobile number on debit card transactions at Point of Sale (POS) terminals, ATMs and internet purchases, you will also be receiving e-mail alerts on your registered e-mail ID, confirming the debit card transaction. To avail this facility, please ensure that your current e-mail ID and mobile number is registered on Bank's records. To update mobile/e-mail ID, please call HSBC PhoneBanking numbers. Alternatively you can update the same through Personal Internet Banking.
- 4) For a resident customer, usage of Debit Card towards drawing cash or making payment to a merchant establishment overseas during your visit abroad is only for permissible current account transactions and is subject to limit as prescribed under Liberalised Remittance Scheme (LRS) as applicable from time to time.
- 5) HSBC India reserves the right to begin charging a fee for such a service by giving one month's prior notice to the Cardholder.
- 6) HSBC India reserves the right to add, to delete and/or vary any of these terms and conditions and such changed terms and conditions will be intimated to the Cardholders and also displayed on the HSBC India website. Use of the Chip Debit Card after the date upon which any change to these terms and conditions is to have effect (as specified in HSBC India's notice), will constitute acceptance without reservation by the Cardholder of such change. If the Cardholder does not accept any such change, the Chip Debit Card must be returned to HSBC India, prior to the date upon which such change comes into effect.
- 7) 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 India in writing. The changes will be made applicable with prospective effect giving a notice of one month on HSBC India's website.
- 8) If a Cardholder, by using the Debit Card, draws an amount in excess of the balance available or overdraft limit permitted by HSBC India, the Cardholder will pay HSBC India promptly and unconditionally, the entire amount overdrawn with interest and penalties, if any, at a rate equal to the rate of unauthorised overdraft rate available on HSBC India's website. However, this should not be construed as an agreement; either expressed or implied that HSBC India is bound to grant any overdraft facility whatsoever.
- 9) HSBC India 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//POS terminal or the Debit Card, temporary insufficiency of funds, any dispute or other circumstances beyond its control.

- 10) Where HSBC India 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, HSBC India may, in its absolute discretion and without any liability, decline authorisation for any transaction and in that event, HSBC India will, to the extent possible, inform the Cardholder as soon as practicable.
- 11) HSBC India 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 Debit Card and related PIN, howsoever caused.
- 12) In addition to these terms and conditions, the usage of Debit Card shall also be subject to Visa guidelines. The issue and use of 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 HSBC India 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 in Mumbai only, irrespective of whether any other court may have concurrent jurisdiction in the matter. The issue and use of the HSBC India 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 HSBC India are irrevocable. These terms and conditions will be construed in accordance with and governed by the laws of India.
- 13) In the event, for some reason beyond HSBC India's control or inadvertently, HSBC India is unable to meet the service levels committed by HSBC India in its dealings with individual Cardholders, the compensation policy as given on [www.hsbc.co.in](http://www.hsbc.co.in) will apply.
- 14) In case of failed transactions at ATM, the complaint should be lodged at the branches/contact centres in the format displayed at the ATM lobby (or the same can be obtained from the branch).
- 15) Tax Representation

Individual accounts: You are responsible for fulfilling any obligation that you may have with respect to the filing of returns or other required documentation in respect of and the payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate duties, stamp duties, plus applicable taxes<sup>#</sup>.

- a) The creation and continued operation of your account and/or the acquisition, holding or disposal of investments or assets in such account, as well as any income, distributions or losses realised in relation to the operation of the account may expose you to tax consequences depending on a number of factors including, but not limited to, your applicable domicile, your place of residence, your citizenship or the type of assets you

hold in your account. Certain countries may have tax legislation with extraterritorial effect regardless of your place of domicile, residence or citizenship. The Bank does not provide any legal or tax advice and you should seek legal and/or tax advice from an independent legal and/or tax adviser. You acknowledge and agree that the Bank has no liability in respect of any of your tax obligations and/or any legal and/or tax advice provided to you by third parties.

- b) Non-Individual accounts: Customer (and each Connected Persons) is responsible for fulfilling its own obligations with respect to the filing of returns or other required documentation in respect of reporting and payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate taxes. The creation and continued operation of the account and/or the acquisition, holding or disposal of investments or assets in such account, as well as any income, distributions or losses realised in relation to the operation of the account may expose you (or any Connected Person) to tax consequences depending on a number of factors including, but not limited to, applicable domicile, place of residence, citizenship, place of incorporation or the type of assets held in the account. Certain countries may have tax legislation with extra territorial effect regardless of place of domicile, residence, citizenship or incorporation. The Bank does not provide any legal or tax advice and you (and each Connected Person) should seek legal and/or tax advice from an independent legal and/or tax adviser. You acknowledge and agree that the Bank has no liability in respect of any of your tax obligations (or those of any Connected Persons) and/or any legal and/or tax advice provided to you by third parties.

#Please note that basis Goods and Services Tax (GST) regulations and notified GST rates, Central GST and State/Union Territory GST or Inter-State GST, as applicable, would apply on our fees and charges with effect from 1 July 2017.

## 16) Documents/Correspondence

- a) Know Your Customer/Due Diligence requirement  
In line with the requirements of the Bank's policy, the Know Your Customer (KYC) documents along with other documentation need to be submitted at the time of opening a new account or as and when requested by the Bank. The Bank reserves a right to allow/restrict operations in a newly opened/existing accounts maintained with the Bank, if the customer is not able to satisfy the due diligence requirements in line with the Bank's policy.
- b) Undelivered correspondence - The Bank reserves a right to block transactions/allow operations in a newly opened/existing accounts maintained with the Bank, if the account deliverables/welcome letter/welcome pack/bank correspondences not limited to Account statements, etc., are returned undelivered and the Bank is unable to contact the accountholder at the address/contact number provided by them at the time of account opening/updated in the Bank records.

- 17) Sanctions clause - The Bank and other members of the HSBC Group are required to and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime (Financial Crime

Risk Management Activity) and act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to Financial Crime.

The Bank may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests.

Such action may include but is not limited to (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds, (c) combining Customer Information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status and (e) share information on a confidential basis with such HSBC Group offices whether located in India or overseas in relation to prevention of Financial Crime.

Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for services or the provision of all or part of the services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (whether direct or consequential and including, without limitation, loss of profit or interest, however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.

For the purpose of the present clause:

'Compliance Obligations' means obligations of the HSBC Group to comply with: (a) laws or international guidance and internal policies or procedures, (b) any demand or request from authorities or reporting, disclosure or other obligations under laws, and (c) laws requiring us to verify the identity of our customers.

'Financial Crime' includes money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any laws relating to these matters.

- 18) You may also send an SMS from your registered mobile number to block the lost card. The SMS should be sent in the following format 'BLOCK<space>HSBC<space><last four digits of your card number>' to '575750'.