

# HSBC Premier Terms & Conditions

HSBC Bank (Singapore) Limited

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# 1. Welcome

## 1.1 Our agreement

Welcome to the HSBC Premier Terms and Conditions. We'll call them the 'T&Cs'. If you hold an HSBC Premier relationship then these T&Cs apply to you. The T&Cs set out our promises to each other about the HSBC Premier relationship.

When we talk about 'you' or 'your' in these T&Cs, we mean the accountholder of the deposit account. We may also call this person an accountholder. It includes any joint accountholders (jointly and severally). Joint accountholders are people who hold the deposit account with you as part of the HSBC Premier relationship. When we talk about 'us', 'we' or 'our' we mean HSBC Bank (Singapore) Limited.

HSBC Premier is a priority banking programme that offers you benefits and rewards. It may include differentiated products and services such as:

- ♦ A deposit account with us;
- ♦ Overdrafts or credit facilities;
- ♦ Wealth management and investment-related products and services;
- ♦ The HSBC Premier Debit Card and any other credit card which we may issue as part of the HSBC Premier (the "Cards"); and
- ♦ A dedicated Premier Hotline.

## 1.2 Important terms and definitions

"Features" means the Services, rewards, privileges and other benefits that you may enjoy under or in connection with a Tier.

"Services" means any one or more of the services including credit, investment or account services made available to you under the HSBC Premier relationship or a Tier.

"Tier" means a tier we designate and allocate to you which allows you to enjoy the Features of the HSBC Premier relationship. It's explained in clause 2.4 below.

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You can find any applicable T&Cs, and the Premier Hotline numbers for Singapore and overseas calls on our website.

### 1.3 How each set of your T&Cs interact

You'll have terms and conditions for other products and services we offer you. We'll call these other terms and conditions 'Specific T&Cs'. If these documents say different things about the products and services, then we'll follow whatever the Specific T&Cs say.

### 1.4 Key

In these T&Cs, these icons mean:

-  Things you need to do
-  Things you can't do
-  Additional information to help you
-  Be aware
-  Look closer
-  Things you need to do that are time sensitive




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# 2. Your HSBC Premier relationship

## 2.1 Eligibility

To enjoy the benefits and rewards of HSBC Premier, you'll need to hold a deposit account with us. You'll also need to meet the HSBC Premier eligibility criteria. We haven't included the full details of our eligibility criteria in these terms, but you can find them on our website <https://www.hsbc.com.sg/premier/>. As a minimum, to meet our eligibility criteria, you'll need to have at least one of the following:

- ♦ A minimum HSBC Premier Total Relationship Balance;
- ♦ A property loan held with us which is above the minimum amount,
- ♦ A minimum recurring crediting arrangement meeting a minimum amount in your account,
- ♦ An HSBC Premier relationship in any other country or region;
- ♦ An HSBC Premier relationship with Premier Elite service or similar relationship in selected countries or regions; or
- ♦ A Global Private Banking relationship in selected countries or regions.

 We may change the eligibility criteria. It's possible these changes may affect your eligibility. If this happens, we'll tell you 30 days before these changes are made.

You can find further details about the eligibility criteria and the Total Relationship Balance on our website, in our application forms or by contacting us.


## 2.2 What happens if you no longer meet the eligibility criteria?

If you no longer meet the HSBC Premier eligibility criteria, then we can transfer your:

- ♦ Deposit account to another account such as our standard deposit account; or
- ♦ Premier relationship to any other status or package.

We'll tell you in writing if we do either of the above.

We may also close your deposit account assets.

 You can ask us to change your HSBC Premier relationship to a standard relationship by telling us in writing.

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## 2.3 Changing your relationship

We may decide to offer you another relationship. If this happens, we'll give you at least 30 days notice. Please tell us if you don't wish to hold such relationship.

## 2.4 About our Tiers

### Allocating you to a Tier

We offer different Tiers with different Features which may include enhanced services, preferential terms, preferential interest rates or special promotions on other accounts. We can choose to allocate a Tier to you. Or you can ask us to consider allocating a Tier to you if you meet the Tier eligibility criteria.

We'll usually consider the Tier eligibility criteria when deciding whether to allocate a Tier to you. You can find the most up-to-date Tier eligibility criteria and other details on our website.

 You'll need to ensure you meet the Tier eligibility criteria to continue enjoying the Features of that Tier.


If you no longer meet the Tier eligibility criteria, then we can:

- ♦ Allocate a Tier to you; or
- ♦ Remove the Tier allocated to you.

### Changing our Tiers

We can:

- ♦ Set or change the Features or Tier criteria; or
- ♦ Add or remove a Tier.

 We'll tell you if we do any of the above. Please also note that if we change the Tier eligibility criteria you may no longer fit the most recent Tier eligibility criteria. This means you may not have access to the same level of benefits as you previously enjoyed. We'll try to tell you before this happens. If you no longer fit the most recent Tier eligibility criteria, we may vary:

- ♦ The Features available to you; or
- ♦ The Fees and Charges.

We may withdraw a Tier. It's possible the withdrawal of a Tier may affect your use of HSBC Premier. If this happens, we'll tell you 30 days before these changes are made.

 We don't accept responsibility for any losses caused if we make these changes.

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🗨️ If we change a Tier that has been allocated to you, then these T&Cs will apply to any:

- ♦ New or additional Features you gain as a result of a change; or
- ♦ Features that are no longer available to you, until you've fulfilled any outstanding obligations or repaid amounts owed to us.

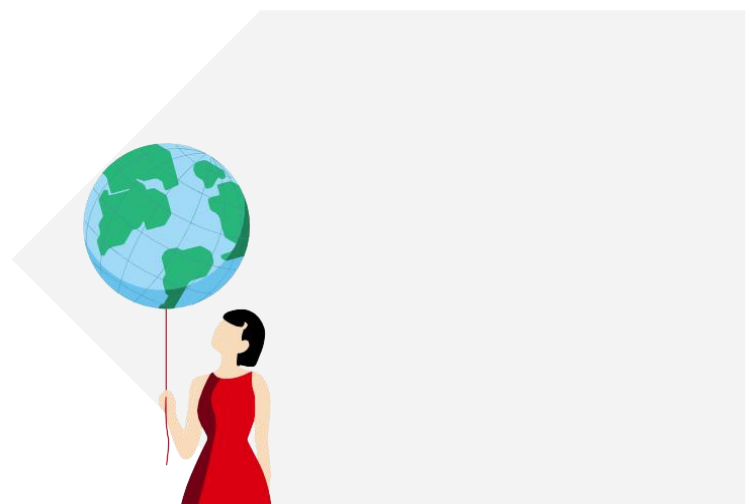
If a Feature has its own terms and conditions then you'll need to follow those terms and conditions.

We may give you a card identifying your Tier allocation. This card is for your use only. We won't use this card as a record of your Tier allocation. Our records are conclusive evidence of the Tier allocated to you unless there has been a manifest error.

As part of the Features, you may have access to selected third party suppliers of lifestyle services. These suppliers aren't part of the HSBC Group, and will supply products and services to you under agreements made directly between you and them. The HSBC Group isn't responsible for these products and services, or any supplier's failure to deliver them.

We or another member of the HSBC Group may decide to replace a supplier. If this happens, the outgoing supplier may share your information with the incoming supplier to facilitate a smooth transition and reduce inconvenience to you. Your information may be shared:

- ♦ Before you activate your membership with the incoming supplier; and/or
- ♦ Through us or other members of the HSBC Group.



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# 3. Fees and Charges

## 3.1 You'll pay the Fees and Charges

- ✔ You'll need to pay all administration, handling, service, finance or other charges for any Services provided in relation to your HSBC Premier relationship. We'll debit these amounts from any of your deposit accounts.

If you hold an overdraft facility and have exceeded our agreed limit, the debiting of these amounts doesn't mean we've extended or increased your overdraft limit. You may need to pay interest, fees and charges if this happens.

All interest and charges are subject to change by us.

## 3.2 If you don't pay the amounts when they're due

- If you don't make a payment to us when it's due, then you may have to pay one or more of the following:
  - ♦ Higher rates of interest;
  - ♦ Late charges or fees; and/or
  - ♦ Interest on the overdue amount until it has been repaid at a rate specified at the time.

## 3.3 Service Fees

- ✔ You'll need to pay the Premier Service Fee if your Total Relationship Balance falls below the minimum required amount. This fee covers our administrative costs.

## 3.4 Administration charge

- ✔ You'll need to pay an administration charge if the HSBC Premier relationship or any deposit accounts are terminated or closed within 6 months of the date on which they were opened.

## 3.5 Where to find the Fees and Charges

Our Fees and Charges set out our most recent rates of all charges, fees, tariffs and the minimum balance requirements. These may change from time to time. Our Fees and Charges can be found on our website.



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# 4. Ending your HSBC Premier relationship

## 4.1 Termination

You may terminate your HSBC Premier relationship by written notice to us.

○ We can also terminate your HSBC Premier relationship by giving you written notice. We can end your HSBC Premier relationship immediately if we think it's necessary. We don't have to tell you our reasons for doing this.

☑ When your HSBC Premier relationship ends, you'll need to:

- ◆ Return all Cards and cheque books to us; and
- ◆ Pay us the full amount outstanding including, but not limited to, any overdraft facility granted under the HSBC Premier relationship.

## 4.2 If you pass away or become bankrupt

○ All sums shall become immediately due and payable (without further demand) if you pass away or become bankrupt.

## 4.3 You'll pay all amounts without any deductions

☑ You'll need to pay all sums under these T&Cs:

- ◆ Free of any restriction or condition;
- ◆ Free and clear of, and without any deduction or withholding on account of any present or future tax, levy or any other charge whatsoever including, but not limited to, any goods and services tax (except as required by law); and
- ◆ Without deduction or withholding on account of any other amount, whether by way of set-off or counterclaim or otherwise (except as required by law).

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# 5. Other important details

## 5.1 Assignment

Any member of the HSBC Group (which includes us) can assign any and all of your debts and liabilities to any other member of the HSBC Group for any purpose. It may include collection purposes. We don't need to ask you before we do this.

🗨 You waive your rights in connection with such assignment (to the extent not prohibited by applicable laws and regulations). We can appoint an agent for collection of the debts and liabilities owed to us (including any member of the HSBC Group or any external debt collecting agency).

## 5.2 Joint accountholders

You may hold your deposit account that is associated with your HSBC Premier relationship jointly. If you hold the deposit account jointly with another person, then each of you will be:

- ♦ Considered an accountholder for the purposes of these T&Cs;
- ♦ Jointly and severally liable in respect of the HSBC Premier relationship; and
- ♦ Any one of you can give us instructions or create obligations for all of you for any matters incidental to the HSBC Premier relationship. This doesn't apply to any account which must be jointly operated by all joint signatories.

Any notice we give to one of you will be deemed notice to all of you.

🗨 We can credit the deposit accounts jointly held for amounts we have collected for any one of you.



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### 5.3 We can make changes

We can change or cancel (entirely or partially) any of the:

- ◆ Products, Services or other privileges provided under the HSBC Premier relationship; and
- ◆ The terms and conditions for those products or Services.

Any change or cancellation applies when we first tell you about it, unless we advise you that a different date applies. We can:

- ◆ Contact you directly;
- ◆ Place signs or notices at our branches;
- ◆ Publish the change on our website; and
- ◆ Use any other method we think is suitable.



If you continue to use the products, Services or other privileges then you'll be deemed to have agreed to the change. If you don't agree with a change you'll need to tell us in writing within 7 days of notice of the change. If we don't accept your refusal we can withdraw any or all of the products, Services or other privileges provided under the HSBC Premier relationship.

### 5.4 Deductions for tax

You'll need to take the steps outlined below if:

- ◆ You or any other person are required by the law of any country or region to make any deduction or withholding on account of any tax, levy or charge or other amount from any sum paid or payable by you to us under these T&Cs; or
- ◆ We (or any person on our behalf) are required by the law of any country or region to make any deduction or withholding from, or any payment on or calculated by reference to the amount of, any sum received or receivable by us under these T&Cs.

If either one of the criteria above is met, then you'll need to:


- ◆ Tell us about any such requirement or any change in any such requirement as soon as you become aware of it;
- ◆ Pay any such tax, levy or charge or other amount before the date on which penalties apply;

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- ♦ Increase the sum payable to ensure that, after making that deduction, withholding or payment, we receive a net sum equal to the amount we would have received if no such deduction, withholding or payment had been required (free from any liability in respect of any such deduction, withholding or payment); and
  - ♦ Give us proof of this deduction, withholding or payment to the relevant authority promptly and not later than 7 business days after the due date of such payment. You'll need to give us evidence satisfactory to us.

## 5.5 Limitation of liability and indemnities

Please refer to the Specific T&Cs for information about limitation of liability and indemnities.

## 5.6 We can suspend your accounts

 In certain circumstances we may suspend or freeze your use of the products, Services or other privileges under the HSBC Premier relationship. We can do this for any reason and it may include any of the events listed in Clause 5.4. We may also do this if access to or delivery of any part of the products and Services provided to you as part of your HSBC Premier relationship is not possible or is hindered. We'll try to give you notice if this happens but don't have to do so.

## 5.7 No waiver

If you breach these T&Cs, we may not take steps to enforce our rights straight away. We can decide when to take these steps. Any delay is not a waiver of our rights.

## 5.8 Transferring your rights

You can transfer your rights and obligations if we agree in writing.

## 5.9 Interpretation

If any part of these T&Cs is or becomes illegal, invalid or unenforceable, this doesn't affect the rest of these T&Cs which remain in full force, validity and effect.




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## 5.10 Governing law and jurisdiction

These T&Cs are governed by the laws of Singapore. You submit to the non-exclusive jurisdiction of the courts of Singapore.

## 5.11 Your statements

A Composite Statement of Account each month is made available to you. Your statement will show the transactions and balances in relation to all accounts under the Premier relationship. It may also include other banking services as specified by us from time to time.

 You'll need to examine each Composite Statement of Account and notify us in writing within 14 days of receipt of any alleged errors or omissions.

If you don't tell us within 14 days:

- ♦ The Composite Statement of Account shall be conclusive evidence as to the balance shown and be binding on you; and
- ♦ You'll be deemed to have waived any rights to raise objections or pursue remedies against us.

However, if you've been granted a hold mail facility, the provisions of this clause will be modified as necessary to give full effect to the terms and conditions governing such facility.

## 5.12 Feedback

If our services fall short of your expectations, please tell us. You can raise your concerns with your dedicated HSBC Premier Relationship Manager.

## 5.13 Contact

### How do you contact us?

You can contact us:

- ♦ Through your HSBC Relationship Manager;
- ♦ On our banking hotline;
- ♦ Using secure messaging on PIB; and
- ♦ On our mobile banking application.