

# Service Charges, Fees, Terms and Conditions.



**HSBC**  
Premier

Together we thrive

## Key things you should know:

- HSBC Premier provides personal support for your personal economy. Your personal economy represents the health of your whole financial life.
- The HSBC Premier offering includes:
  - A trained and accredited HSBC Relationship Manager to assist you with banking and wealth management needs
  - A complimentary HSBC Premier MasterCard® Credit Card with offers such as airport lounge access, discounts at select restaurants, access to select golf courses, cashback on movie tickets, fuel surcharge waiver, shopping offers, etc.
  - Withdrawal limits of up to ₹2,50,000 per day and unlimited free transactions at any ATM (including non-HSBC ATMs) in India on the HSBC Premier Platinum Debit Card
  - Global recognition and support at HSBC branches across the world, including emergency encashment of USD 2,000 for you and your family
- HSBC Premier in India is offered to you based on the below mentioned criteria:
  - HSBC Premier Total Relationship Balance (TRB) criterion: Maintain a quarterly Total Relationship Balance (TRB) of ₹40,00,000 (Rupees forty lakh only); OR
  - HSBC Premier Mortgage criterion: Have a mortgage relationship with disbursal of ₹1,15,00,000 (Rupees one crore fifteen lakh only) or more, with HSBC India; OR
  - HSBC Premier Corporate Employee Programme (CEP) criterion: Hold a corporate salary account under the HSBC Corporate Employee Programme (CEP) in India with a net monthly salary credit of ₹3,00,000 (Rupees three lakh only) or more into the account
- HSBC Premier customers who do not meet the Mortgage or CEP criteria will need to maintain the applicable Premier TRB criteria.
- If the TRB criteria is not met for a particular quarter, we will levy a quarterly service charge of 0.2% on the shortfall in the TRB, up to a maximum of ₹2,000 (plus applicable taxes<sup>55</sup>). When you do not meet the minimum TRB for a particular quarter, we will notify you in the following quarter and request you to build the TRB by the quarter.
  - If you build the requisite TRB in the next quarter, we will not levy the service charges.
  - However, if you do not build the TRB for two consecutive quarters, we will levy the service charge on the lower of the TRB shortfall between these two quarters.

(Note that the above mentioned service charges will not be applicable for Premier customers who hold a corporate salary account with HSBC.)
- If we observe that the eligibility criteria is not maintained consistently, the Bank may be constrained to reclassify your HSBC Premier account to an alternate offering. You will receive further communication and due notice prior to any such account reclassification.
- For detailed information on HSBC Premier, eligibility criteria, service charges as well as applicable terms and conditions, please visit [www.hsbcpremier.co.in](http://www.hsbcpremier.co.in)
- HSBC will notify you of any changes in the terms and conditions of this offering with prior notice of one month.

<sup>55</sup>Please note that based on 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.

**Contents**

HSBC Premier India’s Service Charges and Fees 4

HSBC Premier India’s Account Terms and Conditions 12

## HSBC India's Premier Service Charges<sup>1</sup> and Fees

### Premier Eligibility criteria\* :

- HSBC Premier Total Relationship Balance (TRB)<sup>1</sup> criterion: Maintain a quarterly Total Relationship Balance (TRB) of ₹40,00,000 (Rupees forty lakh only); OR
- HSBC Premier Mortgage criterion<sup>2</sup>: Have a mortgage relationship with disbursal of ₹1,15,00,000 (Rupees One crore fifteen lakh only) or more, with HSBC India; OR
- HSBC Premier Corporate Employee Programme (CEP) criterion<sup>3</sup>: Hold a corporate salary account under our HSBC's Corporate Employee Programme (CEP) in India with a net monthly salary credit of ₹3,00,000 (Rupees three lakh only) or more into the account

<sup>1</sup>HSBC Premier customers in India are required to meet the Total Relationship Balance (TRB) criteria of ₹40,00,000 (Rupees Forty Lakhs only) quarterly.

The TRB will be calculated based on the following:

- Average quarterly balance held in your HSBC Savings/Current Account(s)
- Average quarterly balance held in your HSBC Fixed Deposits
- Investments\* market value or net purchase value, whichever is higher as on the last day of every calendar quarter
- Life-to-date (total) paid-up life insurance\*\* premium for policies in force as on the last day of every calendar quarter
- Market value of demat holdings in the depository account held with HSBC India as on the last day of every calendar quarter.

The above can also include balances maintained by your family members\* in their HSBC Premier Accounts, subject to the accounts being categorized as part of a single relationship\*\*.

Premier customers meeting Premier eligibility as above\* can add their parents who then can avail Premier benefits as part of the single Premier family relationship.

If you are an eligible HSBC Premier customer in any other country<sup>§</sup>, you are entitled to receive HSBC Premier Services in India and you need not maintain the quarterly TRB with us. If we observe that the eligibility criterion is not maintained consistently, the Bank may be constrained to reclassify your HSBC Premier account to an alternate offering. You will receive further communication and due notice prior to any such account reclassification.

\*The Hongkong and Shanghai Banking Corporation Limited, India (HSBC India) currently offers investment products from third party entities registered and regulated in India. Investments are subject to prevailing market conditions/external factors. Mutual Funds are subject to market risks. Please read the Statement of Additional Information (SAI)/Key Information Memorandum (KIM)/Scheme Information Document (SID) and addendums carefully before investing.

\*\*Insurance is the subject matter of solicitation. HSBC India, having its registered office at 52/60, M. G. Road, Fort, Mumbai - 400 001, is the Corporate Agent (Registration No.: CA0016) of Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited (CHOICE) and Bharti AXA General Insurance Company (BAGI). HSBC India does not underwrite the risk or act as an insurer. Purchase of any insurance products by a bank's customer is purely voluntary and is not linked to availment of any other facility from the Bank. The contract of insurance is between the insurer and the insured and not between the Bank and the insured. For more details on risk factors, terms and conditions, please read the sales brochure carefully before concluding a sale.

# 'Family members' in HSBC Premier are defined as any of the following relatives: spouse, partners, and any dependents; children with legal guardianship of eligible HSBC Premier customers.

## In case of delinking of any individual account/s from the HSBC Premier relationship, the delinked account(s) will be classified as individual account(s) relationship and the quarterly Premier TRB will need to be met.

<sup>§</sup> Applicable in countries or locations where HSBC Premier is offered. Please refer to [www.hsbc.co.in](http://www.hsbc.co.in) for the complete list of such countries. To enjoy these benefits, you are required to fulfil the eligibility requirements of HSBC Premier on a continuing basis.

<sup>2</sup> Mortgage eligibility for Premier proposition is based on home loan value of greater than or equal to ₹1.15 crores (Rupees one crore fifteen lakh only). The waiver on balance based charges related to non-maintenance of TRB will be valid for the life of the mortgage relationship with HSBC India. Pursuant to the termination of mortgage relationship, you will need to maintain the applicable Premier TRB eligibility.

<sup>3</sup> If you do not receive a salary credit/receive a salary credit of an amount lower than ₹3,00,000 (Rupees three lakh only), we will reclassify your account to an alternate offering after providing due notice.

#### **Quarterly Service Charges:**

HSBC Premier Customers who do not meet the Premier Mortgage criteria or Premier CEP criteria will need to maintain the applicable Premier TRB criteria

If the TRB criteria is not met for a particular quarter, we will levy a quarterly service charge of 0.2% on the shortfall in the TRB, up to a maximum of ₹2,000 (Plus applicable taxes<sup>§§</sup>).

When you do not meet the minimum TRB for a particular quarter, we will notify you in the following quarter and request you to build the TRB by the quarter

- If you build the requisite TRB in the next quarter, we will not levy the service charges.
- However, if you do not build the TRB for two consecutive quarters, we will levy the service charge on the lower of the TRB shortfall between these two quarters.

(Note that the above mentioned service charges will not be applicable for Premier customers who hold a corporate salary account with HSBC)

<sup>§§</sup>Please note that based on 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.

Reclassification: If we observe that the above eligibility criterion is not maintained consistently, the Bank may be constrained to reclassify your HSBC Premier account to an alternate offering. You will receive further communication and due notice prior to any such account reclassification.

Regular services	Service charges/fees
Balance enquiry at HSBC branches and ATMs in India	Free
Cash deposit/withdrawal at branch	Free
Balance certificate	Free
Interest certificate	Free
Account closure	Free
Photo and address attestation	Free
Signature attestation	Free
Stop payment charges	Free
Duplicate TDS certificate issuance	Free
Certificate of cheque issuance	Free
Collect at branch deliverables	Free
Account not operated for more than 2 years	Free
Conversion from joint account to sole account or sole account to joint account	Free
Standing instructions set up for transfers between HSBC accounts in India	Free
Security device replacement	Free
Personalised at-par cheque facility	Free
Re-order of cheque book	Free
Urgent cheque leaf issued over the counter	Free
Quarterly Service charge for not meeting the TRB	0.2% on lower of the TRB shortfalls in 2 consecutive quarters (max ₹2,000 excluding applicable taxes)
Monthly account statement	Free
Issue of duplicate account statement	Free
Monthly e-statement	Free
Statement returned undelivered - annual fees	Free

Cheque collection/return	Service charges/fees
Local cheque	Free
Service charges for cheque collection under Speed Clearing for Savings Account	Nil
Return of cheque deposited - outward (insufficient funds/technical reasons)	₹275 (₹140 for senior citizens)
Return of cheque clearance - inward (insufficient funds/technical reasons)	₹275 (₹140 for senior citizens)

'RTGS' – Real Time Gross Settlement, which can be defined as the continuous (real-time) settlement of funds transfer individually on an order-by-order basis. 'NEFT' – National Electronic Funds Transfer is an electronic funds transfer system that operates on a Deferred Net Settlement (DNS) basis which settles transactions in batches.

Global services	Service charges/fees
Emergency encashment	Free

PhoneBanking	Service charges/fees
Stop payment	Free
Request for duplicate statement	Free
Direct access to PhoneBanking service executives	Free
Re-issue of PhoneBanking PIN	Free

Internet Banking	Service charges/fees
Stop payment	Free
Request for duplicate statement	Free
Re-issue of Internet Banking user ID and password	Free

Remittance facilities through HSBC	Service charges/fees
Pay order issue	Free
Pay order - duplicate	₹100 (₹50 for senior citizens)
Inter-branch transfers across HSBC accounts in India	Free

Remittance facilities through other banks	Service charges/fees
Demand draft - issue	Free
Demand draft - cancellation	Free
Demand draft - duplicate	Free
Cashier Orders/Demand Drafts placed through Internet and PhoneBanking	Free
<sup>1</sup> NEFT charges - outward	Free <sup>3</sup>
<sup>1</sup> Outward RTGS transfers	Free <sup>3</sup>
ECS return <sup>2</sup>	₹275 (₹140 for senior citizens)

Foreign exchange transactions	Service charges/fees
Foreign currency telegraphic transfers (other than FCNR accounts)	0.3% of value (min. ₹100, max. ₹1500) + cable charge of ₹200
Foreign currency Demand Drafts (other than FCNR accounts)	0.3% of value (min. ₹100, max. ₹1500)
Cancellation	₹200
Telegraphic transfer - inward processing fee	Free
Foreign currency cheques sent for collection outside India	Free

<sup>1</sup>RTGS – Real Time Gross Settlement, which can be defined as the continuous (real-time) settlement of funds transfer individually on an order-by-order basis. <sup>2</sup>NEFT – National Electronic Funds Transfer is an electronic funds transfer system that operates on a Deferred Net Settlement (DNS) basis which settles transactions in batches.

<sup>1</sup>This facility requires separate registration

<sup>2</sup>Charges applicable w.e.f. 10 November, 2008

<sup>3</sup>Subject to Internet Banking limits as designated on customer's HSBC account. On registering for Internet Banking service, the customer will need to set up his third party pre-designated and non-designated transfer limits. Pre-designated limits and non-designated limits can be set up to ₹15,00,000 per customer per day. Customers are requested to visit nearest HSBC branch for executing outward RTGS/NEFT transaction above ₹15,00,000.

Please note that basis Goods and Service 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.



## HSBC Premier Platinum Debit Card

Services	Service charges/fees
Membership fee	Free
Annual fee	Free
Renewal charges	Free
Card replacement fee <sup>1</sup> (India/overseas)	Free
HSBC ATM cash withdrawal (India/overseas)	Free
Non-HSBC Visa ATM cash withdrawal (India)	Free
Non-HSBC ATM cash withdrawal <sup>2</sup> (outside India)	₹120 per transaction
Balance enquiry at any HSBC ATM (India/overseas)	Free
Balance enquiry at any non-HSBC Visa ATM (India)	Free
Balance enquiry at non-HSBC ATM <sup>2</sup> (outside India)	₹15 per enquiry
Duplicate issuance of PIN	Free
Charge slip retrieval/charge back processing fee	₹225
ATM cash withdrawal limit (per day)	₹2,50,000
Purchase transaction limit (per day)	₹2,50,000
Transfer limits [to accounts linked to or not linked to card (per day)]	₹1,50,000
Monthly account statement	Free
Transactions declined due to insufficient funds at an ATM	Free
Currency conversion mark-up (valid for international transactions)	3.5% of ₹ value of the transaction
Per transaction limit for cash withdrawal at non-HSBC ATMs in India	₹10,000

<sup>1</sup>HSBC NRO Premier Debit Card can be used only in India.

<sup>2</sup>Not applicable to NRO cards

Please note: Use of Debit Card at petrol pumps will attract a surcharge of 2.5% of the purchase value or ₹10 (whichever is higher).

Some banks may levy an access fee for use of their ATMs abroad, which is over and above the ATM cash withdrawal charge levied by HSBC.

## HSBC Premier MasterCard® Credit Card

Services	Service charges/fees
Membership fee	Free
Annual fee	Free
Renewal charges	Free
Credit Card replacement fee (within and outside India)	₹100
Interest charges	2.49% per month (29.8% extended credit per annum) computed from the date of transaction
Late payment charges	50% of minimum payment due subject to a minimum of ₹400 and maximum of ₹750 per month
Transaction fee for cash advances against your Credit Card account at branches and ATMs	2.5% of the transaction (subject to minimum of ₹300)
Overlimit fee	₹500 per month
Currency conversion charge for foreign currency transactions	3.5%

## HSBC Premier ATM Card

Services	Service charges/fees
Membership fee	Free
Annual fee	Free
Renewal charges	Free
Card replacement fee	Free
PIN replacement	Free
HSBC ATM cash withdrawal in India	Free

## Notes:

- A senior citizen is defined as a person above the age of 60 years
- Charges applicable per request, per account and per instrument
- Taxes<sup>ss</sup> will be applicable on the charges mentioned above as per the prevalent rates
- Tariff structure is subject to change from time to time at the sole discretion of HSBC India. HSBC India shall provide one month's notice prior to the revised charges being levied/becoming effective
- Out-of-pocket expenses for various services will be recovered as applicable for all charges under intimation to the customer, unless specified
- 'Collect at Branch' deliverables include following items which can be collected from HSBC India branches: Account statements, Debit Card, Welcome Kit, Demand Draft, Debit Card PIN, Credit Card PIN, PhoneBanking PIN, and Cheque book
- The Bank will charge a cross currency conversion mark-up of 3.5% of the INR value of the transaction (excluding applicable taxes<sup>ss</sup>) on all international transactions (ATM and Point of Sale) done through HSBC Premier Debit Card and HSBC Premier Platinum Debit Card
- Use of Debit Card at petrol pumps would invite a surcharge of 2.5% of the purchase value or ₹10 (whichever is higher)
- In order to avail of home banking facility, kindly contact your nearest HSBC branch for details
- HSBC NRO Premier Debit Cards cannot be used overseas and hence, its usage is restricted to India

- Service charges will be recovered from the linked HSBC Premier Savings Account in the subsequent calendar month

<sup>ss</sup>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 01 July 2017.

Rates, commissions and charges in this tariff are not exhaustive. The Bank reserves the right to amend the current tariff after providing a 30-day notice to customers. This is an abridged version. If you require a service for which a charge/fee is not outlined here, please contact your branch or call us or refer to the complete schedule of charges as given on our website [www.hsbc.co.in](http://www.hsbc.co.in)

The transaction value for forex conversion services is calculated based on the slabs given below:

Amount of currency exchanged	Value of Supply
Up to ₹100,000	1% of gross amount exchanged, subject to minimum amount of ₹250
From ₹100,001 to ₹10,00,000	₹1,000 plus 0.5% of gross amount exchanged
Above ₹10,00,000	₹5,500 plus 0.1% of gross amount exchanged, subject to maximum of ₹60,000

## HSBC Premier India's Account (Resident and Non-Resident)

### Terms and Conditions

The customer agrees to be bound by the following terms and conditions:

#### 1. Interpretation

1.1 Terms and expressions used herein (including the appendices), unless the context otherwise requires, have the meanings set out in section titled 'Definitions'.

1.2 Unless the context otherwise requires, any reference in these terms and conditions to: (a) these terms and conditions or any other agreement or document shall be construed as a reference to the same as amended, varied or supplemented from time to time; (b) a statute shall be construed as a reference to the same as amended or re-enacted from time to time.

#### 2. Services

2.1 The customer may, subject to such procedures (including 'Know Your Customer' or KYC procedures, which shall entail identification of the customer and verifying his/ her/its identity by using reliable, independent source documents, data or information) as the Bank may specify from time to time, utilise any one or more of the services or open any one or more accounts at any time by issuing an instruction in such form as may be acceptable to the Bank.

2.2 Unless otherwise specified by the Bank, all services are provided by The Hongkong and Shanghai Banking Corporation Limited in India. Similarly, unless otherwise specified, all accounts, whether savings, current or fixed deposits or any other accounts whatsoever, whether offered to residents or non-residents, whether offered in Indian Rupees or foreign currency, are with the Bank and are payable only at the branch where such deposits are made.

Where any services are to be provided by or maintained with any third party, the customer may be required to accept specific terms and conditions and the provisions of any mandate(s) applicable thereto as required by the third party

2.3 The Bank reserves the right to reject any application for any service with intimation to that effect.

2.4 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, (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.

2.5 The Bank reserves the right to, at any time and from time to time, with or without notice or cause, cancel, withdraw, suspend, vary, change, add to, supplement or otherwise any one or more of the services.

2.6 For certain services such as investment services, sale of insurance products, loans etc., the Bank may have other terms and conditions which will be as specified upon the customer opting for such services, and such terms and conditions shall be in addition to and not in derogation to these terms and conditions. In the event of any conflict between these terms and conditions and those provided with the specified services, the terms and conditions of the specified services shall prevail. In addition to the applicable terms and conditions,

All services shall be governed by the prevalent laws, guidelines issued by the RBI, IRDA or any statutory/regulatory bodies, industry standards adopted by the Bank as well as banking practices prevalent in India.

### **3. Bank-customer relationship**

3.1 The relationship between the Bank and the customer is basically that of debtor and creditor. However, other relationships may arise, such as bailor and bailee when items are held in safe custody, according to the services provided.

3.2 The customer confirms that the customer is acting as principal in relation to the services and the account(s).

3.3 Customer identification number: The Bank allocates a unique customer number to each customer called as Customer ID (identification number) and the customer is requested to quote this number for every

additional account opened with any branch of the Bank.

#### **4. Tier**

4.1 The Bank may from time to time designate one or more tier(s) with different features, which may include enhanced services, preferential terms, and/or special promotions on other accounts. The Bank may allocate (but without any obligations to do so) a tier to a customer holding an account either at the request of the customer or at the Bank's sole discretion. Where the Bank allocates a tier to a customer, the Bank may at any time and from time to time vary or entirely withdraw the tier again, either at the request of the customer or at the Bank's sole discretion. The allocation or withdrawal of a tier to or from a customer or the variation of a tier so allocated, whether at the request of a customer or at the Bank's sole discretion, will be made by reference to pre-designated criteria, subject always to the final decision of the Bank. These criteria may include, without limitation, the value of assets deposited by the customer with the Bank and/or the amount of credit facilities granted by the Bank to the customer from time to time and are subject to changes at the Bank's decision. The most updated criteria and other details concerning the tiers are available from the Bank upon request.

4.2 The features which may be made available, and the fees and charges which may be imposed, by the Bank in relation to the account may vary by reference to the tier and, within the same tier, may vary by reference to whether the customer continues to satisfy the prevailing criteria for that tier. The Bank is also entitled to vary the features within each tier at any time and from time to time.

4.3 Each tier may have a set of criteria and/or conditions that the customer has to fulfil so as to maintain in that tier and/or to enjoy the features in that tier. Each feature may also have certain terms and conditions governing the customer's use and enjoyment of that feature. Without prejudice to clauses 4.1 and 4.2, following an allocation or variation of a tier, it shall be the customer's sole responsibility to ensure that all the prevailing criteria for maintaining that tier and/or the terms and conditions for enjoying the features in that tier are fully satisfied and/or observed. The fulfilment of all prevailing criteria in respect to a tier, or the failure to do so, by a customer, however, will not in any way affect or prejudice the Bank's overriding right in allocating, varying or withdrawing a tier.

4.4 Whether the Bank exercises its discretion to allocate, vary or withdraw a tier, it will notify the customer of the same using such means as it shall deem reasonable. All the features that the customer enjoys will automatically be granted, terminated or otherwise adjusted unless the Bank shall at its sole discretion decide otherwise and the Bank is not obliged to provide any further notice in connection therewith.

4.5 Following a variation of the tier allocated to a customer, the applicable provisions of these terms and conditions and other terms and conditions governing the use of any features terminated as a result of the variation of the tier shall continue to bind the customer until all obligations and liabilities owned by the customer to the Bank with respect to such features have been fully repaid and satisfied. All applicable provisions of these terms and conditions and other terms and conditions governing the use of any new or additional features that the

customer shall enjoy as a result of the variation of the tier shall immediately become binding on the customer.

4.6 The Bank cannot be and shall not be held liable or responsible for any loss incurred by or inconvenience to a customer as a result of any allocation or withdrawal of a tier to or from a customer or any variation of the tier so allocated, and this shall include, without limitation, any loss incurred by or inconvenience to a customer as a result of any granting, termination or adjustment of any features in connection therewith.

4.7 Any card or identification issued by the Bank to a customer to reflect the tier allocated to the customer (if applicable) is to facilitate identification of the customer's tier only. The Bank's records shall be conclusive as to the tier allocated to the customer at any time except for manifest error.

4.8 The withdrawal of a tier shall not in itself affect the use or operation of the account(s) unless the Bank shall specify otherwise.

## **5. Customer's information**

5.1 To enable the Bank to consider whether to provide the customer with any service, the customer is required to supply personal data to the Bank from time to time and failure to do so may result in the Bank's inability to provide such service.

5.2 The personal data will be used for considering the customer's request and subject to the Bank's agreeing to provide such service, the personal data and all other details and information relating to the

customer's transactions or dealings with the Bank will be used in connection with the provision of such service to the customer. The Bank may need to share or transfer the customer's data or information to any service provider, whether located in India or overseas and whether an HSBC Group entity or a third party, which provides outsourced services to the Bank in connection with the operation of the Bank's business, in accordance with the applicable guidelines of the Reserve Bank of India (RBI). The Bank will also use, store, disclose, transfer (whether within or outside India), obtain and/or exchange such personal data and such other details and information to, from or with all such persons as the Bank may consider necessary (including without limitation any member of the HSBC Group or any service provider) for any and all purposes:

(a) in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the customer) any such personal data with other personal data in the Bank's possession;

(b) in connection with the provision of banker's reference about the customer to other financial institutions or other parties;

(c) in connection with conducting checks with any credit reference agency or other persons (including without limitation upon an application of any credit facility or upon periodic review of such facility);

The Bank acknowledges and agrees that any such sharing or transfer of customer data or information will be on a confidential basis and the Bank will impose on the service provider confidentiality undertakings similar

to those applicable to the Bank. However, the Bank or such service providers, whether located in India or overseas, may disclose information if required or permitted by any law, rule or regulation or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud.

5.3 If the personal data includes information or data of any third party, the customer confirms and warrants that the customer has obtained consent of such third party to the provision of such information or data to the Bank for the foregoing purposes and for disclosure to such persons as stipulated above.

## **6. Bank's right of lien and set-off**

6.1 Without prejudice and in addition to any general lien, right of set-off or other right by way of security which the Bank may have on any account whatsoever, the customer agrees that the Bank may at any time and without prior notice:

(a) apply (even if such application requires breaking of any deposit before its maturity date) any monies held in any currency to the credit of any account in the name of the customer, whether held singly or jointly with other persons, (the said 'monies') against any indebtedness of any type whether actual, contingent, present or future and whether owed by the customer solely or jointly with any other person (the said 'indebtedness'); and/or

(b) refuse to repay when demanded or when the same falls due any of the said monies to the customer if and to the extent that the said indebtedness at the relevant time is equal to or exceeds the said monies at that time

6.2 The Bank's rights under para 6.1 shall not be affected by the customer's death or legal incapacity.

## **7. Joint accounts**

Individuals may hold a joint account that can be operated either jointly or severally as agreed with the Bank and this will also hold for survivors. If the customer comprises more than one individual:

(a) each of them shall be jointly and severally liable for obligations and liabilities of the customer hereunder;

(b) the Bank is authorised to honour and comply with all cheques, promissory notes, orders, bills, directions or receipts which are signed in accordance with the signing instructions registered on the account, whether the related account be in credit or overdrawn, and to comply with all instructions or such other directions given for or in connection with the account and to accept and act upon all receipts for monies deposited with or owing by the Bank on the account;

(c) the authorisation in (b) above may be revoked: (i) in writing by any of such persons or (ii) upon the mental incapacity of any of such persons;

(d) any advance to the customer by way of overdraft or in any manner howsoever with or without security can be made at the request of any of such persons;

(e) acceptance of any terms and conditions governing any services rendered by the Bank with respect to the account by any one of such persons will be deemed acceptance by each and all of them and accordingly, such terms and conditions will be binding on each



and all of such persons;

(f) on the death of any of such persons, on the account to the order of the survivor(s), without prejudice however to any right which the Bank may have arising out of any lien, mortgage, charge, pledge, set-off, counter-claim or otherwise whatsoever, and the customer agrees to indemnify the Bank with respect to any claim which may be made against the Bank as a result of complying with the survivor(s)' request and authorisation;

(g) each of them shall be bound by these terms and conditions even though:

(i) any other person or any person intended to be bound hereby is not or

(ii) these terms and conditions may be invalid or unenforceable against any one or more of such persons by reason of fraud, forgery or otherwise (whether or not the deficiency is known to the Bank);

(h) the Bank shall be entitled to deal separately with any one of them on any matter including:

(i) the variation or discharge of any liability to any extent or

(i) items payable to any of such persons may be credited to the account;

(ii) the granting of time or other indulgence to or making other arrangements with any such person without prejudicing or affecting the Bank's rights,

powers and remedies against any other such persons;

(j) any notice hereunder to any one such person will be deemed effective notification to all such persons; and

(k) any change in the signing instructions will be required to be authorised by all joint accountholders;

(l) words herein denoting the singular only will be deemed to include the plural

## **8. Non-Resident accounts and services**

8.1 Accounts for non-residents are subject to the Foreign Exchange Management Act, 1999, and rules and regulations made thereunder (FEMA), as amended from time to time and are only available to persons who fulfil the definition of non-residents under FEMA. Certain categories of accounts are only open for persons who fall within the definition of 'Non-Resident Indians' as per FEMA. The conduct of these accounts should be strictly in accordance with the provisions of FEMA, which the customer should fully understand before opening and/or operating such accounts.

8.2 Foreign currency accounts will be offered in currencies that the Bank may determine from time to time, in accordance with extant regulations.

8.3 The foreign currency equivalent of the principal and interest on repatriable deposit accounts designated in Indian Rupees, may increase or decrease depending upon foreign exchange fluctuations and customers shall bear any foreign exchange risk that may arise thereon.

8.4 The Bank may, at its sole discretion, restrict provision of services to residents/nationals of some countries, on account of regulatory restrictions in such countries in the provision of services.

8.5 Customers holding non-resident accounts should advise the Bank immediately upon return to India if they become 'resident' in India as per FEMA, so that their accounts may be re-designated as resident accounts.

## 9. Foreign currency accounts for residents

Foreign currency accounts for residents are subject to the FEMA, as amended from time to time and are available to persons who fulfil the definition of resident under FEMA. The conduct of these accounts should be strictly in accordance with the provisions of FEMA, which the customer should fully understand before opening and/or operating such accounts.

## 10. Savings Account

10.1 Savings Accounts may be opened by individuals. Balances in savings accounts may be withdrawn on demand either by cheque or any other means provided by the Bank.

10.2 With effect from 1st April, 2010, interest on the Savings Bank Accounts will be calculated on daily product basis. The interest will be credited to your account on a quarterly basis as per RBI Master Direction on interest on Deposits dated 3 March, 2016 with effect from 1 July, 2016. Customers are obligated to repay the principal and interest on their overdraft accounts which the bank may grant them from time to time. This should not be construed as an agreement,

either expressed or implied, that the Bank is bound to grant any overdraft facility whatsoever. In the absence of any special arrangements, the Bank is not required to honour any cheques drawn by the account holder(s) if in doing so the account would become overdrawn and in these circumstances the Bank reserves the right to debit the account with the charge for each returned cheque.

## 11. Current Accounts

Interests payable on credit balances in current accounts are governed by interest rate directives of the RBI and currently no interest is payable on credit balances in current accounts.

## 12. Fixed Deposits (also referred to as 'term deposits')

### 12.1 Placement of fixed deposits

(a) A Fixed Deposit account will be opened under a Customer ID upon receipt of a duly filled-in application form by the customer. The subsequent instructions for placement of Fixed Deposits by debit to a Savings/ Current account with similar signing instructions can be provided by submitting a letter mentioning the relevant information. Such deposits will be placed under the same Customer ID as of the relevant Savings/ Current account unless otherwise specified. A Fixed Deposit may only be placed in such currencies and with such minimum initial deposit with respect to a range of maturity tenures as determined by the Bank from time to time and this in turn is subject to RBI guidelines;

(b) Information with regard to various types of Fixed Deposit accounts, the currencies in

which these deposits can be maintained, the tenures for which such deposits can be maintained etc. are published on the Bank's website and is also displayed on branch notice boards and available upon request at the Bank's branches.

## 12.2 Fixed Deposit interest

(a) the Bank reserves the right to vary the Interest Rate offered from time to time at the Bank's sole discretion as displayed in the Bank's premises and/or published on the Bank's website and/or advertised in the media;

(b) where the Bank receives an instruction to place a Fixed Deposit by clearance of a cheque deposited by the customer, the Bank will value date the Fixed Deposit to the date on which funds are received by the Bank after clearance of the cheque;

(c) interest on a Fixed Deposit will accrue to the day prior to maturity of the Fixed Deposits. In case of resident fixed deposit accounts in Indian Rupees, interest is paid/accrued quarterly at the applicable rate (interest shall be paid out quarterly in case of non-cumulative or ordinary fixed deposits and shall accrue quarterly in case of cumulative fixed deposits). In case of any other type of fixed deposit accounts, interest shall be payable in accordance with extant RBI guidelines in this regard. Interest on Non-Resident External (Rupee) Fixed deposits/Foreign Currency Non-Resident

(B) deposits will be paid on completion of each year. In case of a premature withdrawal within a year, no interest will be payable. Tax deduction at source (TDS), when due and applicable, will be deducted in accordance with the provisions of the

Income Tax Act, 1961 and the Rules thereunder as in force. Such TDS shall be recovered from savings/current/ (B) deposits will be paid on completion of each year. Please designate the account from where you would like the TDS amount to be deducted for all existing accounts. For details on TDS, please refer to the account Rules/terms and conditions on [www.hsbc.co.in](http://www.hsbc.co.in) Details of accrued interest and the amount of tax deducted (if applicable) will be advised each time a fixed deposit is withdrawn or renewed

## 12.3 Withdrawal and renewal of fixed deposits

(a) at the request of the customer, the Bank may at its discretion repay a fixed deposit before the due date subject to the following:

(i) in the case of jointly held fixed deposits (whether on an 'Either or Survivor' basis or otherwise), premature withdrawal of deposits will require authorisation by all customers;

(ii) the Bank, on request from a depositor, would allow withdrawal of a fixed deposit before completion period of the deposit agreed upon at the time of placement of deposit subject to penalty on premature withdrawal of fixed deposit as may be time to time. Interest shall be paid one percent less than the rate prevailing on the date of placement of deposit applicable to the amount and period for which the deposit remained with the bank not at the contracted rate. No interest will be paid on premature withdrawals of deposit which has remained with the Bank for less than the minimum period for which deposits were being accepted for the said currency and deposit type, as on the date of placement of deposit. In case of foreign currency fixed

deposits, where no interest is payable on account of withdrawal prior to the minimum deposit tenure, the Bank may, at its sole discretion, levy a penalty to cover the swap cost, as permitted under extant regulations;

(b) fixed Deposits which fall due on a day which is not a business day shall become payable on the business day immediately after the non-business day;

(c) all placements, renewals and withdrawals of Fixed Deposits are accepted subject to the business days and hours set by the Bank from time to time;

(d) any instructions regarding disposal of funds at maturity and any amendments thereto must be given at least one business day prior to the date of maturity by means of written instructions duly signed by all Fixed Deposit holders or thorough authenticated instructions through Internet Banking or PhoneBanking if the same is allowed as per the mode of operation of the account;

(e) where automatic renewal instructions are given for Fixed Deposits, the rate applied at the time of renewal will be the rate prevailing on the due date at such time as the Bank at its sole discretion decides;

(f) if no maturity disposal instructions are received by the due date, the fixed deposits will be renewed automatically on maturity for the same duration as the maturing fixed deposit. In case of cumulative fixed deposits, the accumulated interest will be added to the principal and renewed along with the principal, subject to extant regulations in this regard;

(g) in the event of death of the depositor,

premature liquidation of the term/fixed deposits by the surviving joint depositor will be allowed. Such premature liquidation will not attract any penal charge. In case of joint fixed deposit with a survivorship clause i.e. 'Either or Survivor' or 'Former or Survivor' mandate, the Bank shall be discharged by paying the fixed deposit proceeds prematurely to survivor(s) in case there is a joint mandate from the joint depositors to this effect, in the event of death of one or more joint depositor(s)

### **13. Cheque books**

13.1 Cheque books are generally issued for Savings or Current accounts maintained in Rupees and may be subject to charges as specified in the Bank's tariff.

13.2 Cheque books should be kept safe at all times and, as necessary, under lock and key so as to be inaccessible to unauthorised persons.

13.3 Applications for a new Cheque Book may be made by presenting a duly completed and signed cheque book requisition slip to the Bank or by means of written instructions duly signed by all Fixed Deposit holders or thorough authenticated instructions through Internet Banking or PhoneBanking if the same is allowed as per the mode of operation of the account. The Bank may also, at its sole discretion, issue cheque books to the customer, without any request from the customer, if as per its records the customer has substantially utilised the cheque leaves previously issued to the customer. New cheque books will be dispatched to the customer by post according to the address record kept by the Bank (or by such other means as determined by the Bank). The Bank assumes no

responsibility for any delay or loss caused by any mode of dispatch.

13.4 The Bank may, at its sole discretion, refuse to issue a cheque book on any account, which is not maintained satisfactorily (such as excessive cheque returns, etc).

13.5 Upon receipt of a new cheque book, the customer should verify the cheque serial numbers, account number and name of the customer printed thereon as well as the number of cheques before use. Any irregularities should be promptly reported to the Bank.

13.6 Customers cannot print cheque books or other payment instruments without prior written approval of the Bank.

### 13.7 Cheques

(a) Cheques should be drawn in ₹

(b) When a signed cheque or a cheque book is lost or stolen, the customer must immediately report such loss to the Bank, either in writing or through PhoneBanking services;

(c) When cheques are sent through post or by other means, the Bank recommends that the words 'or bearer' should be deleted and the cheque crossed;

(d) The customer should exercise care when drawing cheques to ensure correctness and agrees that cheques shall not be drawn by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. In particular;

(i) The customer should write the amount,

both in words and figures, in the spaces provided on the cheque, as close to each other and to the left-hand margin as possible so as to leave no space for insertions

(ii) The word 'only' should be added after the amount stated in words

(iii) All cheques must be written in dark colour non-erasable ink or ballpoint pen and be signed in conformity with the specimen signature registered with the Bank; and

(iv) The customer should comply with the conditions printed on the inside cover of cheque books

(e) Any alteration on a cheque must be confirmed by full signature of the drawer, failing which the Bank may refuse payment of the cheque upon presentment. The customer acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected. Cheques drawn on/cleared at locations which process cheques through Cheque Truncation System (CTS) for clearing of cheques, no changes/corrections can be carried out on the cheques (other than for date validation purposes, if required). For any change in the payee's name, courtesy amount (amount in figures) or legal amount (amount in words), fresh cheque leaves should be used by customers

### 13.8 Return cheques

The Bank reserves the right to return cheques with insufficient funds in account, technical error or any other reasons as mentioned under the relevant statute reasons and to impose a service charge with

respect to returned cheques

### 13.9 Stop payment order

(a) The customer may only cancel payment of a cheque by giving written instructions or other duly authenticated instructions (the authenticity of which the Bank must be able to verify) clearly identifying the cheque in question by reference to its cheque number before the cheque has been paid

#### For clarification:

(i) If the customer identifies the cheque in question by reference to other details in addition to the cheque number, the Bank shall not be responsible to ensure that other details correspond with the details of the cheque in question identified by number

(ii) If the customer identifies the cheque in question by reference to other details instead of identifying the cheque number, the Bank shall not be required to take any action but the Bank may, at its sole discretion and without responsibility, follow such instruction

(b) If the customer requests to cancel payment of a cheque by means of an instruction which cannot be verified by the Bank, the Bank shall not be required to take any action in the absence of any special arrangement to the contrary with the customer. However, the Bank may at its sole discretion and without responsibility follow any such instruction which it believes in good faith emanate from the customer and shall not be liable for having followed any such instruction which is incorrect, false or unclear or in any other circumstances. The customer shall confirm such instruction to enable Bank to verify the authenticity of

the instruction

(c) Charges as per the Bank's tariff will be applicable for effecting stop payment instructions and the same will be debited to the specific savings or current accounts in which this stop payment has been effected

## 14. Account transactions

14.1 The customer shall maintain sufficient funds in the account to meet any debit instructions issued by the customer and any fees/charges/ interest applicable as per the Bank's tariff and the customer shall not be entitled to overdraw the account with the Bank or withdraw funds in excess of any overdraft limit agreed with the Bank. If a customer draws an amount in excess of the balance available or overdraft limit permitted by the Bank, the customer shall pay the Bank promptly and unconditionally the entire amount overdrawn with interest and penalties, according to the rate mentioned in the tariff schedule, if any, at a rate to be decided by the Bank. However, this should not be construed as an agreement, either expressed or implied, that the Bank is bound to grant any overdraft facility whatsoever.

14.2 Cash withdrawals from an account may be only through such means as may be permitted by the Bank from time to time. For large cash withdrawals at the branch, advance notice should be given at the branch. Details of thresholds for such large cash withdrawals and the advance notice required may differ from branch to branch and information regarding the same may be obtained at the relevant branch. From time to time, the Bank shall be entitled to impose reasonable restrictions with regard to acceptance of cash deposits or withdrawal of cash in case of failure to give satisfactory

explanation or documentation with regards to the deposit/withdrawal, as part of its anti-money laundering programme

14.3 While all cheques and other monetary instruments, accepted for deposit into an account, are credited to the account, the funds will be made available, only when they have been cleared. The Bank reserves the right to reverse from the account the amount relating to any such cheques/ instruments, which are subsequently returned unpaid.

14.4 Cheques, dividend warrants and other instruments in the name of customer will be collected but those in favour of payees other than the customer shall not be accepted for collection. Collection of such instruments shall be in accordance with the Bank's cheque collection policy, as amended from time to time.

14.5 An inward remittance (in any currency) to an account may not be credited to the account on the same day, if the related payment advice with complete information, including purpose of funds, is not received.

14.6 For Standing Instructions, the Bank accepts no responsibility for any loss or delay which may occur in the transfer, transmission and/or application of funds or (in the case of remittance by telegraphic transfers) for any error, omission or mutilation which may occur in the transmission of any message or for its misinterpretation when received and the Bank stands indemnified against any actions, proceedings, claims and/or demands that may arise in connection with such loss, delay, error, omission, mutilation or misinterpretation. Where the customer has set up a Standing Instruction on an account and no transaction is performed

under such instruction for a continuous period, as determined by the Bank from time to time or where such Standing Instructions fail on account of insufficient balance consecutively for a certain number of times, as determined by the Bank from time to time, the Bank reserves the right to cancel the Standing Instruction with prospective notice of 30 days to the customer, even though the authorisation has not expired or there is no expiry date for the Standing Instruction.

14.7 Withdrawals from savings and current accounts may be made on demand at the Bank's branch by the customer during business hours on production of satisfactory identification and/or appropriate authority, subject to any restrictions imposed under these terms and conditions.

14.8 Any payments from the account, made by the Bank to a person producing satisfactory identification and a withdrawal form purporting to be signed as authorised by the customer, shall have the same effect as if made to the customer personally and will absolve the Bank from all liabilities to the customer or to any other party.

14.9 There may be risks involved in accepting foreign currency cheques as payment or settlement of transactions. In some countries, there are laws dealing with the handling of cheques sent for clearing or collection that will entitle a cheque to be returned even after clearing and the proceeds are paid to the payee. For example, for cheques drawn on US banks, the paying bank will have the right to seek refund of a cheque that is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to

6 years. For a US Treasury cheque, this refund period may be indefinite. The Bank is entitled to seek repayment from the customer of any cheque required to be repaid or refunded. This right of recourse remains possible throughout the refund period mentioned above and is regardless of whether the cheque is sent for collection or purchased by the Bank. The deposit of any foreign currency cheques is accepted by the Bank subject to the following terms and conditions:

(a) in accepting cheques drawn on banks abroad, the Bank reserves the right to decide which cheques to purchase and which to send for collection. Where the Bank purchases the cheques, the Bank shall credit the account (using the Bank's prevailing buying rate) with the proceeds immediately, under advice to the customer, and subject to having recourse to the customer in the event of dishonour. The purchase of cheques may be subject to the condition that the proceeds credited to the account cannot be withdrawn for a period as determined by the Bank taking into account the required clearing time for cheques in question and which will be intimated to the customer;

(b) where the Bank sends a cheque for collection, this will be done subject to the rules contained in ICC Publication No. 522 and the proceeds of the cheque will only be credited to the account, once payment is received from the Bank abroad;

(c) in the event that cheques purchased are dishonoured or cheques collected are subsequently liable to be repaid or refunded by applicable laws and regulations, the Bank will debit the account with the value of the cheque as calculated using the Bank's

prevailing selling rate or the original buying rate, whichever is higher, plus any charges;

(d) overseas charges (if any) will be debited to the account under advice to the customer. Such advice may be by way of an entry in the statement of account;

(e) Cheques received after the relevant cut-off times set by the Bank from time to time will be processed on the next business day

## **15. Statement of accounts**

15.1 Statement of account will be sent to the customer at pre-specified intervals, unless otherwise requested. Interim statements or statements at a higher frequency than the pre-specified interval, may be requested and these will be provided, at the sole discretion of the Bank, subject to charges as stipulated in the Bank's tariff.

15.2 The statement of account may, in addition to information on the services availed by the customer and the customer's tier, include such information (as determined by the Bank at its sole discretion) of any other services of the type selected by or relating to the customer which are maintained with or provided by the Bank (or any of its subsidiaries) from time to time under the same identification documents as the account (regardless of the related correspondence address).

15.3 The customer agrees to examine statements of account received from the Bank to see if there are any errors, discrepancies, unauthorised debits or other transactions or entries arising from whatever cause, including without limitation, forgery,



forged signature, fraud, lack of authority or negligence of the customer or any other person ('errors'). The customer also agrees to notify the Bank in writing of any errors within 90 days after personal delivery of such statement to the customer or, if posted, within 90 days after the Bank has posted the statement.

15.4 Duplicate copies of past statements of account may be provided by the Bank, at its sole discretion. If the Bank does provide a duplicate copy of the statement, it will be against payment of charges as per the Bank's tariff.

#### **16. Communication address and change of customer's particulars**

16.1 The customer warrants that all particulars given to the Bank are, to the best of the customer's knowledge, accurate. The customer undertakes to notify the Bank immediately, in writing, of any change of address, employment or other pertinent particulars recorded with the Bank. The Bank may at its sole discretion require that such request for change of information be accompanied by documents evidencing such change.

16.2 These terms and conditions and any communications delivered personally, sent by post, facsimile transmission, telex or e-mail on the facsimile number/e-mail address provided for this purpose by the customer, shall be deemed to have been received by the customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the customer to the Bank, (where sent by post) 48 hours after posting if such address is in India and seven days after posting if such address is outside India or

(where sent by facsimile transmission or e-mail) immediately after transmitting to the facsimile number or e-mail address last notified in writing by the customer to the Bank. Communications sent by the customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

#### **17. Drop box services**

17.1 The customer must ensure and hereby undertakes that all documents and items submitted under the drop box services are complete, accurate and duly signed where applicable.

17.2 The scope of the drop box services shall be as determined by the Bank from time to time and may include, but not necessarily and among other things, deposit of cheques, bills of exchange, warrants, payment warrants and other payment instruments. The drop boxes shall not be used for dropping cash and/ or post-dated cheques and/or high value cheques and/or bearer cheques and the Bank will not be responsible/ liable for such items deposited. All high value cheques which exceed ₹1 lakh should be deposited at the Bank's counters only.

17.3 The customer shall utilise the drop box services in accordance with its governing terms and conditions and such other instructions, guidelines and directions that the Bank shall issue from time to time.

17.4 The Bank shall accept responsibility for the documents/instruments deposited after the Bank has received, checked and verified the same, in accordance with its practice, and this shall be final, conclusive and binding on the customer.

17.5 Any collections instruments deposited in any drop box will be sent by the Bank for clearing within the period as indicated on the drop box but not later than 2 business days.

17.6 In case of cheque deposit machines, if there is a discrepancy between the amount specified while depositing cheque(s)/ warrant(s) and the actual amount of cheque(s) or warrants submitted (as checked and verified by the Bank) or if such items submitted are not accepted by the Bank for any reason including, without limitation, in cases where the items are suspected to be counterfeit, the Bank is only required to credit the amount of cheque(s)/ warrant(s) as checked, verified and accepted by the Bank to the designated account(s) and which shall be final, conclusive and binding on the customer.

17.7 The customer shall indemnify the Bank against all loss, damages, claims, proceedings, liabilities, costs (including legal costs on a full indemnity basis) and expenses as shall be reasonably incurred or suffered by the Bank arising out of or in connection with the provision of the drop box services by the Bank and/or the use thereof by the customer.

17.8 The Bank shall not be liable for any loss, damages or expenses suffered by the customer arising from its failure or delay in providing the drop box services and/or the use of the drop box services by the customer including, without limitation, any delay with respect to its processing of the documents and items submitted under the drop box services, including, without limitation, any delay in the checking, verification and acceptance of the cheque(s), warrants, etc.

submitted or the crediting thereof to the designated account(s) or any partial completion of or failure or inability to act on any of the customer's instructions or directions in respect thereof for whatever reasons not due to the Bank's gross negligence or wilful default including for reasons outside the Bank's reasonable control. The Bank shall not be liable for any loss of profits, or any indirect or consequential loss, damages or expenses.

## **18. ATM card, debit card and credit card**

### **18.1 The ATM card**

(a) The ATM card is the property of the Bank. The Bank may suspend or withdraw, at its discretion, the ATM card and/or any of the services thereby offered after providing a prospective notice of 30 days;

(b) The loss or theft of the ATM card should be reported to the Bank immediately and confirmed in writing as soon as possible. The customer will be responsible for all transactions effected by use of the ATM card until such notification. The Bank may debit any of the customer's accounts with any cost incurred in issuing a replacement ATM card;

(c) Transactions on ATMs (such as cash withdrawals, transfers, etc.) shall be subject to maximum daily/transaction limits, as prescribed by the Bank from time to time; which can be referred to on the Bank's website [www.hsbc.co.in](http://www.hsbc.co.in);

(d) Liabilities for ATM card transactions:  
(i) Subject to provisions concerning loss or theft of the ATM card in this section, the customer will be responsible for all transactions, including funds transfers to

third party beneficiaries, effected by use of the ATM card, whether authorised by the customer or not

(ii) The related account will be debited with the amount of any withdrawal, transfer and/ or other transaction effected by use of the ATM card. The customer will maintain sufficient funds in the accounts to meet any such transactions. Transactions which are effected in currencies other than ₹ will be debited to the related account after conversion into ₹ at a prevailing rate as determined by the Bank on the day of conversion

(e) The PIN is strictly confidential and should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. The customer should not keep any written record of any PIN in any place or manner which may enable a third party to use the ATM card

(i) Cash and/or cheques deposited with any Automated Teller Machines (ATM) by use of the ATM card will only be credited to the related account after verification by the Bank. The transaction slip issued by the ATM at the time of deposit, only represents what the customer purports to have deposited and will not be binding on the Bank

(ii) The Bank will not be liable for any consequential or indirect damages arising from or related to the use of the ATM card

(iii) The Bank may disclose, in strict confidence, to other institutions such information concerning the ATM card and the accounts as may be necessary or appropriate in connection with its participation in any electronic fund transfer network

(iv) For the purposes of this section, all references to accounts shall include all other accounts accessible by the ATM card

## 18.2 The Debit Card and Credit Card

(a) Where a Debit Card or a Credit Card is issued to the customer, the customer shall be bound by the relevant Cardholder terms and conditions as amended from time to time

(b) Where an ATM facility has been incorporated in the Credit Card, the use of such facility will be subject to the above terms and conditions on the use of the ATM card

## 19. PhoneBanking services

19.1 The Bank will from time to time determine or specify the scope and features of the PhoneBanking services and to modify, expand or reduce the same at any time and from time to time with or without notice. Where such notice shall, in the sole discretion of the Bank, be given, such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, the use of direct mailing material, advertisement or branch display. The Bank shall at its sole discretion determine eligibility for extending the PhoneBanking services.

19.2 The Bank is authorised to act on the telephone instructions of the customer. The customer agrees that:

(a) The Bank is authorised to act on any telephone instructions which the Bank at its sole discretion believes emanate from the customer by the use of the PIN, and the Bank shall not be liable for acting in good

faith on telephone instructions which emanate from unauthorized individuals and shall not be under any duty to verify the identity of the person(s) giving telephone instructions purportedly in the name of the customer;

(b) The Bank may also, at its sole discretion, permit restricted access, as determined by the Bank, to PhoneBanking services, after successful verbal verification of the customer and without use of the PIN. In such cases, the Bank shall not be liable for acting in good faith on telephone instructions which it believes to emanate from the customer but which emanate from unauthorised individuals;

(c) The Bank's record of the transactions processed by the use of PhoneBanking shall be conclusive proof and binding for all purposes;

(d) The customer shall undertake to keep the PIN strictly confidential at all times and that shall include, without limitation, not disclosing the PIN to any third party under any circumstances or by any means whether voluntarily or otherwise and not to keep any written record of the PIN in any place or manner;

(e) The customer shall report to the Bank immediately upon losing the PIN or realising it has fallen into the hands of any unauthorized party and the Bank will also not be liable for receipt of the transaction details by a third party on account of any negligence or omissions and commissions not attributable to the Bank;

(f) The customer shall ensure that there are sufficient funds or pre-arranged credit facilities in the account(s) or Debit accounts for the purpose of the telephone instructions

and the Bank shall not be liable for any consequence arising out of the Bank's failure to carry out such telephone instructions due to inadequacy of funds and/or credit facilities provided always that, if the Bank shall, at its sole discretion, decide to carry out the telephone instructions notwithstanding such inadequacy, the Bank may do so without seeking prior approval from or notice to the customer and the customer shall be responsible for the resulting overdraft, advance or credit thereby created;

(g) Any exchange rate or interest rate quoted by the Bank in response to a telephone instruction is for reference only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction and such confirmed exchange rate or interest rate, if accepted by the customer through the PhoneBanking service, shall be absolutely binding on the customer notwithstanding that a different exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication;

(h) The Bank shall not be liable to the customer for any failure to carry out any telephone instruction which is attributable, wholly or in part, to any cause beyond the Bank's control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the customer for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of any telephone instructions and

(i) the Bank may, at its sole discretion, deactivate the PIN issued to a customer, in case of non-usage of the same for a continuous period of time and shall notify the customer of the same

(j) The customer shall keep the Bank indemnified at all times against, and to save the Bank harmless from, all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against the Bank or sued or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank accepting telephone instructions and acting or failing to act thereon unless due to the wilful default of the Bank, such indemnity shall continue notwithstanding the termination of the account and/or the variation or the withdrawal of the tier by the Bank

19.3 The customer may notify the holder of the accounts to which the customer has transferred money using the PhoneBanking services of the details of the transactions performed pursuant to telephone instructions. The Bank shall not be responsible to the customer or any other person for giving any such notice.

19.4 The customer understands and acknowledges that telephone instructions may not necessarily be processed by the Bank immediately or on the same day of the giving of such telephone instructions due to system constraint or the banking procedures of the Bank. The customer agrees that the Bank shall not be held responsible to the customer or any other person for effecting such telephone instructions at a later time and the Bank's decision as to when to effect the said telephone instructions shall be final and binding on the customer.

19.5 In the event the customer decides to terminate the use of PhoneBanking services for whatever reason, the customer shall be required to give the Bank 7 days prior notice in writing, duly acknowledged by the Bank. Such termination shall be deemed a

termination of the PhoneBanking facility accorded by the Bank to the customer. In an emergency, the Bank will endeavour to stop the facility if the instructions are received over the phone or in writing, to safeguard the customer's interests. The Bank however shall not be liable if the request of the customer is not carried out immediately due to reasons beyond its control.

19.6 The Bank shall terminate the PhoneBanking facility with immediate effect on occurrence of the following events:

(a) failure to comply with these terms and conditions applicable with respect to PhoneBanking service or;

(b) in an event of default under any agreement or commitment (contingent or otherwise) entered into with the Bank or;

(c) the customer becoming the subject of bankruptcy, insolvency proceedings or proceedings of a similar nature or;

(d) demise of the customer or

(e) any other cause arising out of operation of law

## 20. Mobile alerts

20.1 Definitions In these terms and conditions, the following terms shall have the following meanings: 'Alerts' means the customized messages sent as Short Messaging Service (SMS) to the customer over his registered mobile phone 'CSP' means the Cellular Service Provider with whom HSBC India has an arrangement for providing the Facility 'Facility' means the Facility of receiving Alerts 'Pull Facility' shall mean the Facility through which the

customer will be able to make requests about their account(s) by sending keywords contact through SMS to HSBC India's number provided for the purpose 'Keywords' shall mean specific words that need to be typed to get response to the message sent. 'Response' shall mean the SMS sent by HSBC India in response of the request made by the customer about their account(s) by sending 'keywords' through SMS to HSBC India's contact number provided for the purpose

## 20.2 Availability

(a) The Facility is made available to the customer, at the sole discretion of HSBC India and may be discontinued by HSBC India at any time, without notice. The Facility is currently available only to customers with accounts with HSBC India's branches;

(b) The Facility is available in certain specific regions and to subscribers of mobile phones of certain specific CSPs in India. The customer understands that unless he is a subscriber of the specific CSPs, the Facility will not be available;

(c) The Alerts will be sent to the customer only if the customer is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs;

(d) HSBC India may, if feasible, extend the Facilities to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by it, from time to time;

(e) One mobile number can be registered only against one Customer ID;

(f) The pull facility will be available only to

customers with active HSBC Personal Internet Banking accounts;

(g) Alerts will be sent to the customer's mobile number registered on HSBC India's records for transactions in the customer's HSBC Premier account in India which results into a Debit of ₹5,000 or a Credit of ₹10,000 and above. In case the customer wishes to modify the standard threshold alerts and/or the existing alerts, the customer will have to provide written instructions to HSBC India. However the customer will receive alerts on all transactions done using HSBC Debit and Credit Cards. To know more about the list of mobile alerts available and the procedure of registering for the same, customer should visit HSBC India's website - [www.hsbc.co.in](http://www.hsbc.co.in)

## 20.3 Process

The customer acknowledges that Alerts will be implemented in a phased manner. HSBC India may, from time to time, change the features of any Alert

## 20.4 Pull Alerts

(a) HSBC India shall allow pull facility to the customer's mobile phone number as registered by the customer with HSBC India. It shall not be under any duty to verify the authenticity of the person receiving the information. The customer is responsible for the accuracy of the mobile phone number and/or e-mail address and/or any other account information registered with HSBC India and the customer shall be solely responsible for intimating to HSBC India any change in the phone number or e-mail address or account details

(b) The customer undertakes to inform HSBC India in case he closes his account with it

(c) The customer acknowledges that to receive Response of the Pull and Push facility, customer's mobile phone must be in an 'on' mode. If the customer's mobile phone is kept 'o' for a continuous period of 48 hours from the time of delivery to the CSP of the Response message by HSBC India, that particular Response message may not get delivered to the customer;

(d) The customer acknowledges that the Facility is dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by HSBC India. The customer accepts that timelines accuracy and readability of Response sent by HSBC India will depend on factors affecting the CSPs and other service providers. HSBC India shall not be liable for non-delivery or delayed delivery of response, error, loss or distortion in transmission of the response to the customer. In case the customer observes any error in the information provided by HSBC India through this Facility, the customer shall immediately inform it and HSBC India in turn will make the reasonable efforts to rectify the error as soon as possible;

(e) HSBC India shall endeavour to provide the Facility on a best effort basis, and the customer shall not hold HSBC India liable for non-availability of the Facility or non-performance by any CSPs or other service providers or any loss or damage caused to the customer as a result of use of the Facility (including relying on the Response for the customer's investment or business purposes) for causes which are not attributable to HSBC India. HSBC India shall not be liable in any manner to the customer in connection with the use of the Facility;

(f) The customer accepts that each Response may contain certain account information relating to the customer. The customer authorises the Bank to send account related information to an International/Local CSP for transmission of the SMS alerts;

(g) The customer accepts that in case of alerts on TMDs, the balance received through the pull alerts will be the maturity amount of the TMD and may be different from the final amount payable to the customer especially in case of foreclosures;

(h) In case of Credit Card accounts the balance received through the pull SMS will be an indicative balance and any unbilled transaction may not be reflected in the SMS alert received by the customer

## 20.5 Receiving Alerts

The customer authorises HSBC India to send any message such as season's greetings, birthday/ anniversary greetings, or any other message that HSBC India may consider appropriate, to the customer pertaining to the banking/ Credit Card transactions.

## 20.6 Withdrawal or Termination

HSBC India may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. HSBC India may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility.

## 20.7 Fees

HSBC India may at its sole discretion revise the charges/fees for use of any or all of the Facility, by notice to the customer. The customer may, at any time, discontinue or unsubscribe to the said Facility. The customer shall be liable for payment of such airtime or other charges which may be levied by the CSP in connection with the receiving of the Alerts, as per the terms and conditions of the CSP, and HSBC India is in no way concerned with the same.

## 20.8 Disclaimer

(a) HSBC India shall make all reasonable efforts to ensure that the customer's personal/account information is kept confidential. HSBC India does not warrant the confidentiality or security of the messages whether personal information or account information or otherwise, transmitted through the Facility. The transmission of the messages, however, cannot be guaranteed to be completely secure and HSBC India will not be liable for loss of any information/instructions/Alerts in transmission nor be responsible for security of the transmission;

(b) No information, provided through the Service, shall be regarded as an offer or invitation by HSBC India to buy or sell any goods, products, services or securities nor are such information intended to directly or indirectly offer investment, legal, accounting, tax or financial advice to any party;

(c) HSBC India will not be concerned with any dispute between the customer and the CSP and makes no representation or gives

no warranty with respect to the quality of the service provided by the CSP or guarantee for delivery or accuracy of the contents of each Alert;

## 20.9 Disclosure

The customer accepts that all information will be transmitted to and/or stored at various locations and be accessed by personnel of HSBC India (and its affiliates). HSBC India is authorised to provide any information or details related to the customer of his account to the CSPs (either locally or outside the country) or any service providers so as to enable them to provide any services to the customers.

## 20.10 Liability and Indemnity

The customer shall not interfere with or misuse, in any manner whatsoever the Facility, and in the event of any damage due to improper or fraudulent use by the customer, the customer shall be liable in damages to HSBC India. In consideration of HSBC India providing the Facility, the customer agrees to indemnify and keep safe, harmless and indemnified HSBC India from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which it may at any time incur, sustain, suffer or be put to as a consequence of our arising out of acting in good faith, acting on or omitting or refusing to act on any instructions given by use of the Facility. The customer shall indemnify HSBC India for unauthorized access by any other person to any information given by the customer or breach of confidentiality.

## 20.11 Amendment

HSBC India may amend the above terms



and conditions, at any time without prior notice to the customer and such amended terms and conditions will thereupon apply to and be binding on the customer.

#### **20.12 Governing Law and Jurisdiction**

The provision of the Facility shall be governed by the laws of India and any disputes in this regard shall be subject to the exclusive jurisdiction of courts in Mumbai. 'I/We wish to avail of the Mobile Push Alert Services and receive SMS Alerts on my mobile phone number registered with HSBC India. I/We have read and understood the terms and conditions related to the service (a copy of which is available as part of the account Rules on [www.hsbc.co.in](http://www.hsbc.co.in)). I understand that HSBC India may, at its absolute discretion, discontinue the service completely or partially without any notice to me/us. I/We agree that HSBC India may debit my/our account for service charges as per the prevailing tariff from time to time. I/We accept and agree to be bound by the abovementioned terms and conditions and to any changes made therein from time to time in the future. I/We undertake to intimate HSBC India immediately in the event of any change in my mobile phone number. I/We also understand that the SMS Alerts under this service may contain certain Personal and/ or account Information. I/We also understand and acknowledge that while HSBC India will make all reasonable efforts to ensure that my/our personal/account information is kept confidential, the SMS Alerts cannot be guaranteed to be completely secure, and HSBC India accepts no liability in this regard'.

### **21. HSBC Premier**

#### **21.1 The features that the customer can**

enjoy under HSBC Premier may include accounts, services, rewards, benefits, privileges and the likes offered not only by the Bank but also by other members of the HSBC Group in and outside India, which may or may not be banking-related and which may be provided directly by the Bank and such other members of the HSBC Group or third parties designated by them, as the Bank and/or such members shall determine from time to time, subject to extant laws/rules/regulations associated with provision of such features by the Bank in India. Features, as defined in Appendix I of these terms and conditions, shall for all purposes include these accounts, services, rewards, benefits, privileges and the likes offered by such other members of the HSBC Group. While the Bank shall endeavour to provide such features on a best-effort basis, the customer shall not hold the Bank liable for non-availability of any such feature.

#### **21.2 HSBC Premier Global Services**

(a) HSBC Premier customers may be provided global recognition and other global services (hereinafter referred to as 'HSBC Premier Global Services') at select offices of HSBC Group entities worldwide, with a view to render assistance in connection with their banking requirements, while such customers travelling/residing outside India;

(b) To facilitate the Bank and other members of the HSBC Group in considering whether or not the customer is entitled to enjoy certain features offered by them under HSBC Premier Global services and to enable the Bank and these members of the HSBC Group in providing such features to the customer where the customer is eligible to enjoy these features, the customer fully

authorises the Bank and these HSBC members to share all information relating to the customer and his accounts, including, without limitation, personal data and other credit information maintained with or obtained by the Bank (including those obtained from credit reference agencies) and other members of the HSBC Group. The customer further authorizes the Bank and all members of the HSBC Group to use, store, process, disclose and transfer (whether within or outside the jurisdiction concerned and whether within or outside the HSBC Group) all information relating to the customer as they shall consider necessary in connection with their provision of these features, including, without limitation, information relating to debts (defined below);

(c) The customer acknowledges and agrees that any such sharing or transfer of information will be on confidential basis. However, the Bank or HSBC Group offices or other third party service providers, whether located in India or overseas, may disclose information if required or permitted by any law, rule or regulation or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud;

(d) The features offered to the customer as part of HSBC Premier global services by other members of the HSBC Group are at all times subject to the customer being allocated with and retaining the tier of HSBC Premier with the Bank (or another member of the HSBC Group, if applicable) unless the Bank or another member of the HSBC Group shall determine otherwise. Each of these features may also be subject to certain terms and conditions stipulated by the Bank and/or the relevant member(s) of the HSBC Group and the customer agrees to be bound by the

same;

(e) Where the customer avails of such HSBC Premier global services, the customer agrees and undertakes to ensure that the said services are availed in accordance with the laws, rules, regulations and applicable terms and conditions in the country where the said services are availed as well as in India. Without loss of generality of the foregoing, the customer agrees and undertakes to ensure that the said services are availed in accordance with FEMA;

(f) HSBC Premier global services may include certain emergency services, which are extended to the customer with a view to provide assistance in the event of certain exigencies. Some of these emergency services may be supplied by MasterCard® International, its agents and third party service providers appointed by MasterCard® International. Accordingly, the Bank shall not be liable in any way for any actions, claims, loss, damage or liability of whatever nature arising out of any act or omission of MasterCard® International or any of its agents or of such third party service providers or generally in relation to HSBC Premier global services. Where such services are provided to the customer, the customer agrees to be bound by the terms and conditions upon which the services provided by MasterCard® International under HSBC Premier global services are offered and provided;

(g) Where a feature offered by a member of the HSBC Group including the Bank includes offering of any banking or credit facilities, the customer understands and agrees that any default by the customer with respect to one or more of such facilities may result in any or all of these members withdrawing, suspending, cancelling, terminating or

varying any or all features offered by them. This may also result in the customer having to, among other things, pay higher interest rates, fees, charges and costs and no member of the HSBC Group can, under any circumstances, be held liable or responsible for such increases in interests, fees, charges, costs and expenses incurred by the customer or any other obligations and liabilities (whether new or added) that the customer is therefore subject to

(h) If the customer is required by any applicable laws or regulations (including the laws and regulations in the jurisdiction in which it enjoys a feature provided by a member of the HSBC Group) to make any deduction or withholding from any sum payable by the customer, whether to the Bank or any member of the HSBC Group, then the liability with respect to that deduction or withholding shall be the liability of the customer such that after the making of such deduction or withholding, the net payment shall be equal to the amount which the Bank or such other member of the HSBC Group would have received had no such deduction or withholding been made. It shall be the sole responsibility of the customer to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and the customer shall indemnify the Bank and other members of the HSBC Group for all consequences of the customer's failure to do so;

(i) Where a feature offered by a member of the HSBC Group other than the Bank ('HSBC Member') includes the pairing of any banking or credit facilities, the customer agrees to and authorises the following, to the extent permitted by all relevant laws and regulations in India, in the event that the customer defaults in its obligations to repay

such banking or credit facilities upon their becoming due and payable ('Debts'):

(i) the Bank may collect the debts for and on behalf of the HSBC member the right of the Bank to employ collection agent(s) and third parties to collect any outstanding or overdue amount owed by the customer

(ii) the HSBC member may at any time and from time to time assign the whole or any part(s) of the debts in favour of the Bank

(iii) the Bank may accept an assignment of the debts in its favour and may exercise its right of set-off under these terms and conditions with respect to such debts assigned to it

(iv) the customer waives all rights he may have in relation to any assignment of the debts and the Bank's rights to exercise its right of set-off against such assigned debts and

(v) this clause shall apply also to such fees, charges, loss and expenses that the Bank and the HSBC member shall have directly and indirectly incurred or suffered as a result of or arising from the debts, including, without limitation, reasonable legal fees and other fees, charges and expenses incurred in recovering the debts

(j) the customer acknowledges and agrees that the Bank may at its sole discretion, to the extent permitted by all relevant laws and regulations in India, assign debts owed by the customer to it, and/or grant appropriate rights to any HSBC Group entity or third party, for recovery of the amounts due to the Bank

21.3 Withdrawal of HSBC Premier tier as communicated in para 4.1 of the general

terms, the Bank may withdraw the HSBC Premier tier allocated to the customer, at its sole discretion and in any case, with immediate effect, upon occurrence of the following events:

(a) failure to satisfy the eligibility criteria stipulated for HSBC Premier;

(b) failure to comply with the terms and conditions applicable with respect to HSBC Premier or any of the benefits/facilities available under the said tier or;

(c) an event of default under any agreement or commitment (contingent or otherwise) entered into with the Bank or any other HSBC Group entity anywhere in the world (this shall also include any default on credit facilities availed from the Bank or any other HSBC Group entity anywhere in the world);

or

(d) the customer becoming the subject of bankruptcy, insolvency proceedings or proceedings of a similar nature in India or anywhere in the world or;

(e) demise of the customer or;

(f) any other cause arising out of operation of law;

## **22. Tariff**

**22.1** The Bank may impose service fees, facility fees and/or other charges from time to time as the Bank at its sole discretion thinks fit. Such fees and charges shall be as per the Bank's prevailing tariff, which is available upon request at any branch of the Bank and on the Bank's website. The Bank reserves the right to effect change in the

tariff- with prior notice of 30 days.

**22.2** The Bank may impose minimum balance requirements for various accounts and may levy a charge if such minimum balance requirement is not met. Such minimum balance requirements and any associated charges shall vary based on the tier of the customer.

**22.3** The customer agrees that the Bank may use one or more members of the HSBC Group or other third parties to assist the Bank in providing services to the customer or fulfilling the customer's requirements. These companies may receive remuneration of whatever nature (whether fees, commissions, rebates or other payments) for the services they provide to the Bank. Remuneration may also be payable by the Bank to members of the HSBC Group or other third parties where the customer has been introduced to the Bank by them. Any such payment will not affect the amount of fees and charges payable by the customer with respect to services provided by the Bank.

**22.4** The customer shall comply with all applicable laws and regulations in force from time to time in relation to all services contemplated by these terms and conditions. The customer shall indemnify the Bank from and against all liabilities, losses, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise) which the Bank may incur as a result of:

(a) providing services to or transacting with the customer; and/or

(b) a breach of any of these terms and conditions or any applicable laws and regulations by the customer

### **23. Termination of account- variation of terms**

23.1 The Bank may terminate the account with prior notice (save under exceptional circumstances when termination may be made without notice).

23.2 These terms and conditions may, at the Bank's sole discretion, be changed from time to time upon giving the customer prior notice by way of display in the Bank's premises or by such other method as the Bank may decide. If the customer does not close the account prior to the expiry of the notice period, the customer shall be deemed to have agreed to such change.

23.3 The termination of an account shall for all purposes terminate the tier and all the features that the customer enjoys under or in connection with that account as a result of the tier allocation.

23.4 When an account is closed either by the customer(s) or by the Bank, the customer(s) shall be required to return to the Bank, the ATM card/ Debit Card issued on the account as well as all the unused cheques.

23.5 Any request for termination of an account by the customer shall be required to be signed by all joint accountholders. In case of an account of a partnership firm, the closure request shall be required to be signed by all partners and in case of a body corporate, such request shall be required to be accompanied by an appropriate resolution passed by the appropriate board/committee.

### **24. Miscellaneous general provisions**

24.1 Interest: The payment of interest on accounts and the rate of interest thereon is subject to the directives of the RBI from time to time.

24.2 Statutory deductions: The Bank shall effect any statutory deductions (such as taxes, etc.) by debit to the accounts, without any authorization from the customer, from such date and at such rates as may be required as per applicable statutes.

24.3 Tape recording: In the course of providing the services, the Bank (or its agent) may need to (but shall not be obliged to) record any verbal communication between the customer and the Bank (or its agent) in relation to such services. The Bank reserves the right to destroy these recordings after such period of time as it considers prudent.

24.4 Microfilming/scanning: The Bank may destroy any documents relating to the account or the tier or any of the services after microfilming/scanning the same and destroy any microfilm/scanned records after such period of time as it considers prudent.

24.5 Waivers and remedies: No failure or delay by the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any remedies provided to the Bank herein are not intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.

24.6 Partial invalidity: If any provision hereof

shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not affect any of the other provisions hereof, which shall remain in full force, validity and effect.

**24.7 Failure beyond Bank's control:** The Bank shall not be liable for any delay or failure in providing any of the Bank's equipment or other facilities or services to the customer to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and, under no circumstances, shall the Bank be responsible to the customer or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.

**24.8 Outsourcing and appointment of agents:** The Bank may appoint any agent, service provider or subcontractor to perform any of its obligations hereunder. The Bank remains entitled to assign/outsource any activities to any agency, whether third party or HSBC Group entities, at its sole discretion, in accordance with RBI guidelines.

**24.9 Assignment:** The Bank shall be entitled to assign or transfer any or all of its rights and obligations hereunder, at any time, to any person without the customer's agreement.

**24.10 Loss of seal, etc:** In the event of loss of the identity document, seal, etc. used for giving instructions to the Bank with respect to or the use of the services, the customer must immediately notify the Bank in writing. The Bank will not be responsible for any payment made prior to receiving such written notice.

**24.11 Mandate:** The Bank shall be entitled to regard any mandate it holds as being suspended in the event of any dispute between customers or authorised signatories. In addition, the Bank reserves the right to suspend the operation of all or any accounts of the customer until such time as the Bank considers appropriate if the Bank is of the opinion or has reason to suspect that:

(a) it holds no valid account mandate; or  
(b) the customer (other than acting in the capacity of a trustee) is not the true owner of the credit balances or other assets held in the account(s).

**24.12 Minor accounts:** An account exclusively in the name of a literate minor may be opened and operated upon by such minor if he/she has completed the age of 10 years. An account may be opened on behalf of a minor of any age, by his/her natural guardian or by a guardian appointed by a court of competent jurisdiction. Upon the minor attaining majority, the right of the guardian to operate the account shall cease and any balance in the account will be deemed to belong exclusively to the hitherto minor who has attained majority, and unless he/she confirms in writing his/her intention to continue the account, further operation of the account shall not be allowed. The Bank may, at its sole discretion, impose reasonable restriction concerning the operation of minor accounts and such restriction may also include non-provision of certain facilities such as ATM cards, Debit Cards, PhoneBanking, Internet Banking, etc. HSBC Premier's junior savings account is a minor account in the name of the child under the age of 18 years.

**24.13 Business hours:** Every branch of the

Bank shall indicate the timings on any given business day, during which the branch will undertake banking transactions.

Transactions as indicated by the Bank from time to time including transactions such as deposits, withdrawals, transfers, instrument purchases (for example those relating to cash, cheques, pay orders, demand drafts, telegraphic and other transfers, opening of accounts, changes to account title, mode of operation, mandate, replacement of ATM cards), sought after such timings on any business day, may, at the sole discretion of the Bank, be accepted for execution on the next business day. The Bank shall not be responsible or liable in any manner for and/or on account of so processing and giving effect to the transactions and shall not be responsible for any losses including loss of interest, or for any liability incurred/suffered by the customer including but not limited to, for return of cheques, arising out of a transaction not being shown as of the actual day of acceptance of the instructions/investments. Instruments, as indicated by the Bank from time to time (for example, cheques, demand drafts, pay orders), deposited after the time of clearing on any other day for the day by the Bank in the ordinary course of business, shall be sent for clearing only on the next business day.

**24.14 Dormant and unclaimed account:** We have the right to designate the account as 'dormant' and restrict or impose conditions for accessing an account if it has been inactive for a period of time set by us. Please refer to us for the applicable periods in respect of the different account types. The applicable periods may vary depending on the account types and we will provide further information upon request. The Bank may designate the account as 'dormant' and restrict or impose conditions for accessing

the account. Further, current accounts and savings accounts, which have not been operated for a period of two years, will be classified as 'unclaimed' and will be levied a charge as per our current tariff.

Accountholders will be required to be present in person at a branch of the Bank, with suitable identification to reactivate such unclaimed accounts or to close such account.

**24.15 Deposit insurance:** Accounts held with the Bank are covered under the deposit insurance scheme offered by Deposit Insurance and Credit Guarantee Corporation of India (DICGC) upto an aggregate value of ₹1 lakh per depositor.

**24.16 Attachment orders:** Accounts, upon which an attachment order or other legal notice prohibiting operations of the accounts have been received, will be blocked and no further operation will be allowed till such time as the prohibition order is removed.

**24.17 Nomination facility**

(a) Succession to the amount lying to the credit of the account and/ or operation thereof on the death of the person authorised to operate the account shall be in accordance with the rules for the purpose prescribed by the Bank from time to time and effective at the date of the claim;

(b) Nomination facility is available for all types of accounts of individuals, single or joint, as well as proprietorship concern as per the nomination rules framed under the relevant Act. Customers are advised to make use of this facility in their own interest;

**24.18 Governing law:** These terms and conditions shall be governed by and construed in accordance with the laws of

India and courts of Mumbai shall have the exclusive jurisdiction to try and entertain any disputes regarding the aforesaid terms and conditions.

#### 24.19 Tax Representation

(a) 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, value added tax and any other applicable taxes. 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 extra-territorial 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 person) 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;

#### 24.20 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 Bank is unable to contact the accountholder at the address/contact number provided by them at the time of account opening/updated in Bank records

## 25. Definitions

'Account' means each of the savings account, current account, term deposits account, and any other accounts opened or to be opened by the customer and provided for in the above terms and conditions.

'ATM card' means any card in relation to the account and/or a tier issued to the customer by the Bank which may be used to effect banking transactions by electronic means, whether at automated teller machines or such other mediums as shall be made available by or are acceptable to the Bank from time to time.

'Bank' means The Hongkong and Shanghai Banking Corporation Limited in India, including its successors and assigns.

'Branch of account' means the branch of the Bank at which a related account is opened.

'Business day' means a day (other than a Sunday, or a bank holiday as per any applicable statute) on which banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the relevant State or Union Territory of India.

'Credit Card' means a Credit Card issued by the Bank.

'Customer' means the person who is the

holder of an account. Where there is more than one such person, references to the 'Customer' shall be construed, as the context requires, to any, all or each of them.

'Debit Card' means any card in relation to the account and/or a tier issued to the customer by the Bank which may be used to effect banking transactions by electronic means, whether at Automated Teller Machines, Point of Sale terminals or such other mediums as shall be made available by or are acceptable to the Bank from time to time.

'Drop box' is a box placed at the Bank's premises for the deposit of cheques, warrants, other monetary instruments, correspondence, etc.

'Features' means the services, rewards, benefits, privileges and the likes that a customer is able to enjoy under and/or in connection with a tier.

'Indian Rupees' means Indian Rupees.

'HSBC Group' means HSBC Holdings plc and its subsidiaries and associates and any of their branches.

'HSBC Premier' is one of the tiers made available by the Bank to eligible customers.

'Instruction(s)' means each and any instruction given by any means or mediums as may be acceptable to the Bank from time to time and may include by facsimile, by telex, by telephone, the Automated Teller Machines, via Point of Sale terminals, by or via any other electronic means or mediums and/or by any other means or mediums as may be acceptable to the Bank from time to time.

‘Maturity date’ means, in relation to each deposit, the date of maturity of such deposit as agreed by the Bank and the customer, or if such date is not a business day, the next following date which is a business day or otherwise as determined in accordance with these terms and conditions.

‘Personal data’ means personal information of the customer or that of any other person provided by the customer.

‘PhoneBanking services’ means the services provided by the Bank to the customer referred to in section titled ‘PhoneBanking services’ which may be utilised by the customer through the telephone.

‘PIN’ means the Personal Identification Number for the time being established for the customer for the purpose of identification of the customer in giving instructions to the Bank by telephone or for use with an ATM card or a Credit Card, including any code number assigned to the customer by the Bank and any numbers subscribed by the customer for that purpose.

‘Services’ means any one or more of the products, accounts or services made available to the customer, whether under a tier or otherwise, at any time and from time to time, including without limitation credit facilities and account services.

‘Standing instructions’ refer to an instruction to undertake regular transfers or payments to a pre-determined payee/account upon the occurrence of a customer-specified event such as anniversary, account balance reaching a specified criteria etc., as may be permitted by the Bank from time to time, at its sole discretion.

‘Statement of account’ means a statement relating to the services, the accounts, the tier and/or such other information as may be determined by the Bank from time to time.

‘Tariff’ means a schedule of service charges/fees levied by the Bank for the provision of services.

‘Tier’ means a tier designated by the Bank and allocated to a customer which allows the customer to enjoy certain features under and/or in connection with the master account.

‘Telephone instructions’ means instructions given by the customer over the telephone.

RBI does not keep funds or accounts of any individual/public/trust. Do not be a victim to any such offers coming to you on phone or e-mail in the name of RBI.

To know more:

Call - Toll free numbers 1800 103 4722 or 1800 266 3456

Visit - [www.hsbcpremier.co.in](http://www.hsbcpremier.co.in)

Contact your HSBC Relationship Manager

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