

# HSBC PERSONAL BANKING GENERAL TERMS AND CONDITIONS (OMAN)

Effective from 15 June, 2015



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# HSBC Personal Banking General Terms and Conditions (Oman)

## 1. General

### 1.1 What are these General Terms and when do they apply?

These terms are general terms that govern your personal banking relationship with us. Where you see references to “**General Terms**” throughout these terms, we are referring to these terms.

These General Terms apply throughout your banking relationship with us. They apply to your relationship with us generally and also contain specific terms applicable to your Account and its operation in Oman.

These General Terms are your agreement with us and will apply throughout your banking relationship with us, so it is really important that you read them in their entirety and ensure you understand them before you sign our application form. When you agree to them, they will create a legally binding agreement between you and us.

### 1.2 How do I use these General Terms?

We have added questions into these General Terms to help you find the right section. The questions are not part of the General Terms.

We have also added a Glossary section to help you understand some of the words we use in these General Terms. Where you see words or phrases with capital letters (for example “Standing Instruction”), then you can go to the Glossary section and check what those words or phrases mean. The Glossary does form part of these General Terms.

### 1.3 Are these the only terms that apply to me?

Not necessarily. It depends on which of our products and services you use.

In addition to these General Terms, we may ask you to sign separate additional terms for particular products or services (for example for loans or investment products). For example, if you hold a home loan in Oman with us, you will be subject to our HSBC Home Loan Terms and Conditions as well as these General Terms.

If you have an HSBC Credit Card issued in Oman, then you will be subject to the HSBC Credit Card Terms and Conditions that apply in Oman, which are incorporated into these General Terms. This means that when you agree to these General Terms, you are also agreeing to the HSBC Credit Card Terms and Conditions, but they only become relevant to you when you have an HSBC Credit Card with us. The HSBC Credit Card Terms and Conditions are available on our Website.

Separate additional terms may also apply when you use some of our services, like Personal Internet Banking and Mobile Banking. We will make you aware of these terms if they apply to you and give you an opportunity to read them. When you use the service in question, we will assume that you accept the terms applicable to that service. Sometimes we will also ask you to give us your written acceptance or check an electronic checkbox to confirm you agree to such terms.

Unless otherwise specified in the other separate additional terms, these General Terms will take precedence over any other terms in the event of a conflict or inconsistency between terms.

#### **1.4 From when do these General Terms apply?**

These General Terms apply from 15 June 2015.

Even if you applied for your Account before 1 September 2014, these General Terms will apply to you from 15 June 2015 and they replace any general personal banking terms with HSBC that you may have agreed to in the past that are applicable in Oman, whatever those terms might have been called.

#### **1.5 What happens if these Terms, or a part of them, become unenforceable?**

If all or any part of these General Terms becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability of such terms in any other jurisdictions or the remainder of these General Terms in that jurisdiction.

#### **1.6 How do I show that I agree to these General Terms?**

You acknowledge that you have read, understood and agree to these General Terms by:

- signing our application forms or using some other form of written acceptance (e.g. signing a letter of acceptance); or
- accepting these General Terms online using an electronic checkbox on Personal Internet Banking or using some other form of electronic communication of acceptance (e.g. by email).

We will also assume you have read, understood and agreed to changes to our terms, including these General Terms, if we send you notice that they have changed and you do not let us know within 30 days of that notice that you object to the changes or you continue to use your Account (for more information on notice periods and methods, see section 3). You agree that your non-objection or continued Account use constitutes your acceptance of such changes.

You agree that any electronic method of acceptance shall constitute your acceptance of our terms, and changes to our terms, as if you had accepted in

writing and all relevant laws and regulations applicable to acceptance of contracts via electronic methods will apply.

### **1.7 What if I do not understand something in these General Terms?**

If you do not understand the wording we have used in these General Terms, check the Glossary section.

If you do not understand something else in these General Terms, you should contact us in writing using the contact details in section 4 and we will try to clarify any queries you may have. You should not sign our application form or agree to accept these General Terms if you do not understand them.

### **1.8 Can I use my Account for business purposes?**

Your Account is a personal banking account. You cannot use your Account for business purposes. If we have reasonable grounds for suspecting that you are using your Account for business purposes, you agree we may notify you of Account Closure.

### **1.9 Can a third party operate my Account?**

No one else apart from you, us and (if you have a Joint Account) any Joint Account holder will have any rights under these General Terms to operate your Account.

If you want to authorise another person to operate your Account you must sign a power of attorney in a form acceptable to the Courts. You will be responsible for the actions of the person authorised under the power of attorney when they operate your Account as if they were you and you should seek your own independent legal advice before authorising someone else to operate your Account.

Please note that any attorney authorised by you to operate your Account will be subject to the same Know Your Customer enquiries as we would ordinarily make for you in your personal capacity. If we are not satisfied with the results of our enquiries or if we do not think we have enough information in relation to your attorney, we will not be obliged to act on that attorney's instructions, even if they are lawfully appointed by you as your representative.

If you decide to revoke a power of attorney, you must let us know in writing and we will amend the mandate on your Account as soon as reasonably practicable. We will not be liable for unauthorised transactions on your Account if you fail to give us adequate (or any) written notice that a power of attorney has been revoked. Sometimes if you revoke a power of attorney we may have to limit the services we are able to provide in respect of your Account. If this happens, we will contact you to let you know what, if any, changes we have effected.

Your Account cannot be used by a third party to make transactions on their

behalf. The monies in your Account should be personal to you. If we have reason to believe that a third party has used your Account to make a transaction with your authorisation then you agree that we may close your Account. Please see section 6 for further details about Account closure.

### **1.10 Where can I find out which fees and charges apply to me?**

You can find out which fees and charges apply to you by checking our Schedule of Services and Tariffs, which can be found on our Website or by visiting one of our Branches.

The Schedule of Services and Tariffs may change from time to time – please check our Website for the latest fees and charges. For more details on changes to our fees and charges, see section 2.

### **1.11 How old do I have to be to open an Account?**

You must be 18 to open a Current or Savings Account. You must be 21 to borrow money (for instance, if you would like a Credit Card).

There may be specific age limits that apply to particular products (for example some of our investment products). We will tell you if you are not eligible for a particular product because of your age.

### **1.12 What about Accounts for minors?**

Accounts for those under 18 will be operated by the minor's father or legally appointed guardian until the minor reaches 18. The father or guardian may allow others to operate the Account by giving us notice of this in writing. The father or guardian may also revoke this authority at any time by giving us notice in writing. We will not be liable for unauthorised transactions on your Account if the father or guardian fails to give us adequate (or any) written notice that the authority has been revoked.

If the Account is opened by the minor's mother, withdrawals may be restricted until such time as the father or legally appointed guardian provides written confirmation of their permission for the mother to operate the Account.

We will follow the guidance set down in applicable local Omani law and regulation and any Court orders when operating the Accounts of minors.

Please note that any guardian operating a minor's Account will be subject to the same Know Your Customer enquiries as we would ordinarily make for an Account holder in their personal capacity. If we are not satisfied with the results of our enquiries or if we do not think we have enough information in relation to the guardian, we will not be obliged to act on the guardian's instructions and you agree that we may close the Account. Please see section 6 for further details on Account closure.



### **1.13 What happens if I die?**

In the event of your death, your heirs need to give us notice as soon as possible, along with any documents necessary under applicable Law. We will freeze your Account (save for incoming funds) only upon receipt of your death certificate and will await instructions from the Court about who is entitled to the funds.

If you hold a Term Deposit Account, we will automatically renew this until we receive instructions from the Court.

In relation to other products that you hold with us, the terms and conditions of that product will apply.

We will not be responsible for any losses before we are provided with your death certificate or any losses that result from us freezing your Account.

If the Court directs us to pay credits held in your name into Court, we will apply our right of set-off (see section 11 for more details) and pay the remaining balance into Court after settling your debts.

### **1.14 What happens if I am unable to operate my Account due to my incapacity?**

In the event of your incapacity, your legal guardian / representative / attorney who has authority to operate your Account on your behalf needs to give us notice as soon as possible, along with any documents necessary under applicable Law. We reserve the right to await instructions from the Court before allowing further transactions on your Account.

We will not be responsible for any losses before we are notified of your incapacity or any losses that result from us freezing your Account pending further instructions from the Court.

Please note that your representatives will be subject to the same Know Your Customer enquiries as we would ordinarily make for an Account holder in their personal capacity. If we are not satisfied with the results of our enquiries or if we do not think we have enough information in relation to your representative, we will not be obliged to act on their instructions and may even have to close the Account. Please see section 6 for further details on Account closure.

### **1.15 What happens if I leave Oman?**

If you leave Oman, you may no longer qualify for certain types of Account and some of our services. You must tell us if you plan to leave Oman and we will advise you on what happens next. It may be necessary to close your Account (and you agree that we may do this), transfer it into a different type of Account or withdraw or change some of the services we offer (e.g. your cheque book).

If you leave Oman, we may require you to pay back any debts you owe to us

(including any Overdraft you have, which will become immediately due and payable as soon as you leave Oman – see section 21 for further details). If you do not pay back what you owe us, we may apply our right of set-off (see section 11 for further details) and appoint debt collection agencies in the country you move to and will share information about your Accounts with them. You will be responsible for our costs.

### **1.16 In what circumstances might there be a disruption to the Service we provide you?**

If there is a war, strike, industrial action, failure of supplies or equipment or any other event which is beyond our control we may not be able to provide you with the service you normally receive. In this event we will do our best to resume service as soon as possible, but we cannot be liable to you for any loss you suffer.

### **1.17 When will my Account be considered dormant?**

We may consider your Account to be dormant (inactive) if you do not have any debit transactions on your Account and/or we have not had any contact from you for a period of time leading us to believe you are uncontactable / your contact details on our records are not up to date.

We comply with applicable Laws, and our own policies and procedures, about dormant accounts. If we consider your Account to be dormant you may not be able to operate your Account or use your Account tools (e.g. cards) or our banking services (e.g. Telephone Banking and Personal Internet Banking), without taking further steps to “activate” your Account

To activate your Account, we will require you to visit one of our Branches with your updated Know Your Customer documentation and contact details. If you are abroad, you will need to visit one of our branches with your Know Your Customer documentation, get it certified and ask that branch to send it to us in Oman. Local fees and charges in relation to this service may apply.

We will comply with the instructions of our regulator when dealing with unclaimed funds in dormant Accounts.

### **1.18 What if we have a dispute?**

In the event of a dispute between us, we both agree to settle our dispute in the Oman Courts. The Laws of Oman will apply to these General Terms and how we dealt with you before we opened your Account.

### **1.19 Which language will you communicate with me in?**

These General Terms are in English and Arabic and the Arabic will prevail in the event of a conflict.

We will usually try to communicate with you in both English and Arabic, but occasionally it may not be possible to communicate in Arabic and in that eventuality we will send our communications in English only.

### **1.20 What if I have difficulties reading / understanding these General Terms?**

You must tell us if you have difficulties reading or understanding our documentation.

We will comply with all applicable regulations and, for your protection, we may require you to take additional steps when opening an Account and/or transacting if you tell us you are visually impaired, have difficulties reading or understanding our documentation or are vulnerable generally. We may also limit the Account tools and services we offer you.

Our usual rules about third parties operating Accounts apply (see above).

### **1.21 What if you waive your rights under these General Terms or you give me more time to comply?**

If we allow you some extra time to meet your obligations in these General Terms or do not use some of our rights, this does not mean that we will do so again.

### **1.22 Will you advise me about tax obligations?**

No, we will not advise you in relation to tax obligations.

By agreeing to these General Terms, you acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of accounts(s) and/or Services provided by us and/or other members of the HSBC Group. Each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgment in their own regard.

Certain countries may have tax legislation with extra-territorial effect (meaning that it takes effect in other jurisdictions, as well as the one where it originates) regardless of your (or a Connected Person's) place of domicile, residence, citizenship or incorporation.

**Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction in which they may arise including any that may relate specifically to the opening and use of account(s) and / or Services provided by us and/or members of the HSBC Group.**

### **1.23 Does HSBC outsource some of its activities?**

Yes, we employ independent agents or other HSBC Group entities to provide services on our behalf. We may also share information with them as set out in these General Terms.

### **1.24 Who are you regulated by and what does this mean for me?**

In Oman, we are regulated by the Central Bank of Oman.

We will share information about you with our regulator.

We are obligated to comply with applicable regulations of our regulator, as amended from time to time. This may sometimes mean that we have to do something different to what we say in these General Terms and in relation to our relationship with you generally.

### **1.25 What action will you take in relation to financial crime?**

We, and members of the HSBC Group, are required to, and by agreeing to these General Terms you agree we 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**").

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.

**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. Neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (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.**

### **1.26 Can I open additional Accounts with you?**

You are free to apply for additional Accounts with us. Any such application will be subject to you providing us with the information and documentation we request and subject to our usual credit risk and compliance checks and eligibility criteria (which vary from product to product).

We may decline to open any additional Accounts for you without giving a reason for this decision.

Any additional Accounts that you may open will be subject to these General Terms.

### **1.27 Are you a member of a bank deposit insurance scheme?**

As per Article (4) of the Law of Bank Deposits Insurance Scheme 9/95, we are a member of the Bank Deposits Insurance Scheme and shall be subject to the provisions of that law.

## 2. Changes

### 2.1 Can you change these General Terms?

Yes, we can.

By agreeing to these General Terms, you are agreeing that we may change them at our discretion at any time. If we change any part of these General Terms, we will give you at least 30 days' notice in advance unless one of the following applies:

- 1) a change in law, industry code, regulation or market practice;
- 2) a change in the cost of providing services to you, including money market rates or bank base rates;
- 3) a change to our way of doing business including the introduction of new technology;
- 4) to reflect our policies on the competitiveness, market share and profitability of our business, where we are not acting dishonestly, for an improper purpose, to discriminate against a particular customer or as an unreasonable financial institution;
- 5) to make these General Terms clearer to you; or
- 6) any other valid reason.

We will use appropriate methods to update you about the changes (for more information on notice periods and methods, see section 3). If you do not object to the changes we have made within 30 days then we will assume you agree to the changes. You agree that your non-objection constitutes your acceptance of such changes.

### 2.2 Can you change your fees and charges?

Yes, we can.

By agreeing to these General Terms, you are agreeing that we may change our fees and charges on our Schedule of Services and Tariffs (or introduce new fees and charges) at our discretion at any time. If we change any fees or charges that we think will impact you, we will give you at least 30 days' notice in advance and we will use appropriate methods to update you about the changes (for more information on notice periods and methods, see section 3) or we will give notice in accordance with applicable regulation. If you do not object to the changes we have made within 30 days then we will assume you agree to the changes. You agree that your non-objection constitutes your acceptance of such changes.

The most up to date Schedule of Services and Tariffs is available on our Website.

## 2.3 Can you change interest rates?

Yes, we can.

By agreeing to these General Terms, you are agreeing that we may change Credit Interest rates and Overdraft Interest rates at any time at our discretion and we will tell you about changes as set out in the below table.

For all other interest rate changes, please refer to the product terms and conditions for the product in question.

Credit Interest rate changes	Credit Interest rate introduction	Credit Interest rate changes
	<p>We do not currently pay Credit Interest on your Current Account but we may introduce it in the future. If we introduce Credit Interest we will tell you within 30 days using methods we think are appropriate, which might include a notification online via our Website, messages through Personal Internet Banking or SMS alerts.</p>	<p>If we start paying Credit Interest on your Current Account, and for all changes to Credit Interest rates for your other types of Accounts, we can change the rates in the following ways:</p> <ul style="list-style-type: none"><li data-bbox="639 659 1033 906">• If we increase the rate of Credit Interest we will tell you 30 days in advance using methods we think are appropriate, which might include a notification online via our Website, messages through Personal Internet Banking or via SMS alerts.</li><li data-bbox="639 938 1033 1045">• If we reduce the rate of Credit Interest or remove it we will give you at least 30 days' notice in advance in writing.</li></ul>

Overdraft Interest rate changes	Changes to Overdraft Interest rate based on an underlying reference rate	Overdraft Interest not based on an underlying reference rate
	<p>We may agree with you that the Overdraft Interest you pay is based on an underlying reference rate.</p> <p>We will change the Overdraft Interest rate within one day of any change to the reference rate. The new rate applicable to your Overdraft will be on your statement.</p> <p>We can change the amount by which your Overdraft Interest rate is set above or below the reference rate or we can remove the linkage between your Overdraft Interest rate and the reference rate. In each of these situations, we will tell you before the change happens. If the change is unfavourable to you we will tell you at least 30 days in advance.</p>	<p>We can change the Overdraft Interest rate at any time if it is not based on an underlying reference rate.</p> <p>If we are reducing the Overdraft Interest rate we will either:</p> <ul style="list-style-type: none"> <li>• tell you within 30 days of the change; or</li> <li>• within 5 Working Days of the change provide the details by putting up a notice in our Oman branches.</li> </ul> <p>If we are increasing the Overdraft Interest rate we will give you at least 30 days' notice in advance.</p>

**2.4 Can you change the Premier/Advance/Personal Banking eligibility criteria or the Premier/Advance/Personal Banking benefits?**

Yes, we can.

By agreeing to these General Terms, you are agreeing that we may change the Premier or Advance or Personal Banking Account eligibility criteria or benefits at any time at our discretion. If we make changes, we will give you at least 30 days' notice in advance of the change, unless the change is in your favour, in which case we will tell you as soon as reasonably practicable after the change has happened via our Website.

The features, restrictions, eligibility criteria and fees and charges for Premier, Advance and Personal Banking Account may change from time to time. For the latest information in relation to your Premier or Advance or Personal Banking Account, please visit our Website.



## **2.5 Can you change the HSBC Exchange Rate?**

Yes, we can.

We can change the HSBC Exchange Rate, which is a reference rate, immediately and without giving you prior notice. The HSBC Exchange Rate can change frequently.

## **2.6 What can I do if I do not like a change you have made to interest rates, fees and charges or to any other part of any of these General Terms?**

If we provide you with notice that we are going to make a change, you can close your Account before that change takes effect.

You will need to confirm to us in writing that you wish to close your Account and ensure that all of your outstanding debts to us are paid off prior to closure – see section 6 for further details.

If you do not tell us that you want to close your Account, then we will assume you have accepted the change and it will take effect automatically at the end of the notice period.

Notwithstanding the other provisions of these General Terms and with express reference to Article 167 of the Omani Civil Transactions Law (promulgated by Royal Decree No. 29/2013), you and we mutually agree that we may modify or rescind these General Conditions in accordance with the provisions herein.

## **2.7 Can you revoke these General Terms at any time?**

You and we agree that for the purposes of Article 170 of the Omani Civil Transactions Law (promulgated by Royal Decree No. 29/2013) that we may revoke these General Terms without the need for a court order if you default in the performance of any of your obligations in these General Terms. You also expressly agree that you waive the requirement of notice from us to terminate in accordance with this section.

## **2.8 Will you change your banking hours or availability of Branches?**

We may change our banking hours or availability of branches and customer service units at any time. If we do so, we will usually give you notice in the relevant Branch or customer service unit and on our Website.

## 3. Contacting You

### 3.1 How will you contact me with important information about my Account?

We will use any contact details we have for you to contact you for service and operational reasons, for example to tell you about terms and conditions changes and fees and charges changes.

If you are registered for Personal Internet Banking we may also contact you using the secure e-message facility within Personal Internet Banking.

You must tell us as soon as possible if any of the contact details we hold for you change. We can only update our records using Telephone Banking and Personal Internet Banking if, when you ask us to make the change, you have gone through our security procedures and your security details have been verified. We are also able to update our records with any changes to your contact details if you visit one of our Branches. We may ask you for documentation to verify your identity and any change in your contact details.

It is your obligation to keep us updated with your most up-to-date information, including your Know Your Customer documentation (passport, residency status, identity card number etc), employment details and salary and contact details. If you don't keep us updated, then you agree that we may take certain actions, such as restricting your Account or other Services or even closing your Account (for more details, see section 6).

Unless otherwise specified elsewhere in these General Terms, we will generally choose the most appropriate method of notice to communicate with you, including but not limited to post, courier, email, SMS, secure e-message via Personal Internet Banking, telephone, notices on our Website and Mobile Banking app, notices in Branch and notices on our social media channels. If we send you a physical notice by post or courier, we will assume that you will receive it 5 Working Days after we sent it and will start counting any applicable notice period after those 5 Working Days have elapsed.

Please remember that our communications to you may contain confidential information and if anyone else has access to your emails or phone messages they may be able to access these messages. We shall not be liable to you or any third party for any losses as a result of sending you communications or any error in transmitting information to you, unless this results from our gross negligence or wilful misconduct.

### 3.2 When will you send me SMS alerts?

We will send you SMS alerts to alert you to Debit Card or Credit Card transactions on your Accounts over a certain value or when other events like the maturity of your Term Deposit or a change to our General Terms occur that we think you should be aware of.

You can ask us not to send you SMS alerts and we will stop sending you notifications in this manner.

The SMS alert service is an alert system only and you should not rely on it in any way.

### **3.3 Could you change the SMS Alert service?**

Yes, we might modify the features of the SMS Alert service in future, or suspend or terminate it for any reason. We will not necessarily give you notice of any changes to the service before we do so, but we will try to tell you after we have made any changes.

### **3.4 What if I change my mobile number or my mobile is lost or stolen?**

If you change your mobile number or your mobile is lost or stolen, you should notify us immediately. We will not be liable for information sent to a third party prior to notification of a change in mobile number or loss/theft of the mobile.

## **4. Contacting us**

### **4.1 How do I contact you?**

You can contact us using any of the contact details on our Website or by writing to the address at the end of these General Terms.

Please note that by accepting these General Terms you are agreeing that we may record telephone calls between us for quality and monitoring purposes, and you agree that we may use such call recordings as evidence of verbal agreements made between us over the telephone.

### **4.2 How do I send you any formal communication?**

If you need to send us any formal communication (for example, a demand notice) this must be delivered by hand to a customer services representatives at a Branch or sent by post to your Branch manager. If you send any communication by post it shall be deemed to be delivered 5 Working Days after it has been posted.

## 5. How to raise a complaint

### 5.1 What do I do if I am not happy with the Service you are providing?

If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will then investigate the situation and, if necessary, set about putting matters right as quickly as possible.

In addition, we will take steps, where appropriate, to prevent a recurrence. Please allow your Branch manager or the manager of the department concerned the first opportunity to answer your concerns and put matters right.

If you remain dissatisfied and would like further information about our process for resolving complaints, please visit our Website and click on “Complaints & feedback” link on the main page. This link will provide you with details on how to escalate complaints. Alternatively you can contact us at [customer.experience@hsbc.com](mailto:customer.experience@hsbc.com)

## 6. Closing your Account

### 6.1 How can I close my Account?

You can close your Account at any time by visiting one of our Branches and filling in an account closure form.

If you no longer live in Oman and want to close your Account, you will need to visit one of our branches in your country of residency and fill in our account closure form. There may be additional steps that you have to take in order to close your Account and we will advise you of these at the time you request that your Account is closed.

You must repay anything owed to us on your Account to us before we close your Account. Please note that it is a requirement of some of our products (e.g. home loans, personal loans etc) that you hold an Account with us. For this reason, if you want to close your Account, you will need to give consideration to how you will pay off any liabilities in relation to such products.

Fees and charges relating to Account and/or product closure may apply. Please see our Schedule of Services and Tariffs on our Website for further details.

### 6.2 In what circumstances would you close my Account?

You agree we may close your Account immediately and without giving notice or reasons where:

- A court or regulatory body asks us to do so; or
- You maintain a zero balance in your Account for 90 consecutive days or more.

### **6.3 Is a court order required before you close my Account or end the relationship between us?**

By agreeing to these General Terms, you agree that we may close your Account and end the relationship between us without the need to meet any other legal formalities. In particular, you agree that a court order is not required in such circumstances.

### **6.4 What will happen when my Account is closed? What do I need to do?**

When your Account is closed:

- You are responsible for cancelling payments into and out of your Account. If someone tries to make a payment into your Account after it has been closed we will take reasonable steps to return the payment to them;
- We will pay any money in the Account to you;
- You must destroy any unused cheques and your cards by cutting them into at least 6 pieces;
- You must replace any cheques you have made out to third parties with an alternative payment method\*; and
- If we pay any card or cheque payments authorised by you, or any charges relating to them, you will be responsible for these and must reimburse us as soon as we ask you.

You must repay anything owed to us on your Account to us before we close your Account.

**\*Please note that your Account closure (and any period that your Account may be blocked or frozen before it is closed) may result in cheques drawn on your Account not being honoured / processed. There may be serious consequences to this – please see section 18 for further details.**

If we give you notice that we are closing your Account, we will usually write to you and enclose a further information document that will explain in detail what happens next.

### **6.5 What will happen to my Premier/Advance/Personal Banking Account benefits if my Account is closed?**

If your Account is closed, any benefits attaching to the Account will be withdrawn.

## 6.6 When will you freeze or block or put a hold on my Account?

We will freeze or block your Account or put it on hold if:

- a court or regulator tells us to do so;
- you have a product which requires you to transfer your salary to us and we reasonably believe that you have or may shortly lose your primary source of income or have stopped transferring your salary to us;
- you are due to pay monthly installments for a loan product and you receive advance payments of your salary into your Account (for example if you are a school teacher and you get paid your salary for the months of the summer holidays in a lump sum in advance of the holiday period, we will put a hold on the amounts corresponding to the monthly installments your advance salary payment needs to cover);
- you die;
- we suspect a money laundering, fraud or other financial crime has been committed in respect of your Account or we believe that the continued operation of your Account would breach international financial sanctions;
- your Know Your Customer documentation is not up to date;
- we believe there is another legal or regulatory reason why it is necessary to do so; or
- your Account is in the process of being closed.

If you lose your primary source of income or you intend to permanently leave Oman, you must get in touch with us as soon as possible in order to avoid restrictions being placed on your Account and to discuss how you intend to pay off your debts.

## 7. Your information

### 7.1 What is the importance of this section?

**This section is important because it explains how we will handle your Customer Information.**

**Please read this section carefully as it affects the way your Customer Information is treated, how and with whom it is shared and disclosed.**

**By accepting these General Terms you agree that the treatment of your Customer Information will be in accordance with this section and in accordance with the provisions of Article 70 of Royal Decree 114/2000.**

**Any consents, authorisations and permissions that you have already given to us in relation to your information will continue to apply, in addition to the consents you give us pursuant to this section.**

## **7.2 When will you disclose my information?**

Customer Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- we are legally required to disclose;
- we have a public duty to disclose;
- our, or an HSBC third party's, legitimate business purposes require disclosure;
- the disclosure is made with your consent; or
- it is disclosed as set out in these General Terms.

## **7.3 What will you do with my information?**

You agree that we (including other members of the HSBC Group) may collect, use and share Customer Information (including relevant information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group).

## **7.4 How will you collect my information?**

Customer Information may be requested by us or on our behalf or that of the HSBC Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the HSBC Group.

## **7.5 For what purposes will you process my information?**

You agree that we (including other members of the HSBC Group) may process, transfer, and disclose Customer Information in connection with the following purposes:

- (a) the provision of services and to approve, manage, administer or effect any transactions that you request or authorise;
- (b) meeting Compliance Obligations;
- (c) conducting Financial Crime Risk Management Activity
- (d) collecting any amounts due and outstanding from you;
- (e) conducting credit checks and obtaining or providing credit references;
- (f) enforcing or defending our rights, or those of a member of the HSBC Group;
- (g) for our internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes); and

(h) maintaining our overall relationship with you (including marketing or promoting financial services or related products and market research),  
(together referred to as the “**Purposes**”).

### **7.6 Who will you share my information with?**

You agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

- a. any member of the HSBC Group;
- b. any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
- c. any Authorities, in response to their requests;
- d. persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you);
- e. any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services;
- f. other financial institutions, credit bureaus or credit reference agencies as we choose to use from time to time for the purposes of obtaining or providing credit references and other information;
- g. any third party fund manager who provides asset management services to you;
- h. any introducing broker to whom we provide introductions or referrals; and
- i. in connection with any HSBC business transfer, disposal, merger or acquisition

wherever located, including in jurisdictions other than Oman and jurisdictions which do not have data protection laws.

### **7.7 Will you use Credit Bureaus?**

You agree that we can share your information with credit reference agencies/bureaus and use information available from public sources to verify your identity and suitability for an Account. When you apply for a Current Account or for credit facilities, and during the term of that Account or facility, we may request a report from a credit reference agency/bureau to assess your ability to meet your financial commitments.

### **7.8 Will you provide a reference to another bank about me?**

We will obtain your consent before providing a reference to another bank about you.



## **7.9 What happens if I don't keep you updated with changes to my information or if I refuse to give you information you request from me?**

If:

- a. you fail to provide promptly Customer Information that we request;  
or
- b. you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you); or
- c. we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk;

then you agree that we may:

- a. be unable to provide new, or continue to provide all or part of the, Services to you and reserve the right to end our relationship with you;
- b. take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations; and/or
- c. block, transfer or close your account(s) where permitted under local Laws.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then you agree that we may make our own judgement with respect to your status, including whether you are reportable to a Tax Authority. Such action may mean we or other persons are required to withhold amounts as may be legally required by any Tax Authority and pay such amounts to the appropriate Tax Authority and you consent to us doing so.

## **7.10 What if my information changes?**

You agree to inform us promptly, and in any event within 30 days, in writing if there are any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Customer Information from us or a member of the HSBC Group.

## **7.11 What if I give you someone else's information?**

By agreeing to these General Terms, you are confirming that every person whose information (including Personal Data or Tax Information) you have provided to us or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms.

## 7.12 How will my information be protected?

Whether it is processed in Oman or overseas, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

## 7.13 What about banking secrecy laws and regulations?

By agreeing to these General Terms, you are expressly giving us your consent to share your information as described in these General Terms and you are expressly giving up any right to secrecy you have under banking secrecy laws and regulations in Oman and in other jurisdictions ("**Banking Secrecy Laws and Regulations**"). You expressly agree not to hold us or any member of the HSBC Group (including any officers, staff and third party agents) liable in relation to such Banking Secrecy Laws and Regulations, unless we have acted fraudulently or with willful misconduct or gross negligence.

## 7.14 What happens to my information if my Account is closed and/or my relationship with you ends?

This section of these General Terms will continue to apply even if we (or any other member of the HSBC Group) end the relationship with you and/or your Account is closed.

# 8. Protecting your Account

## 8.1 What must I do to keep my Account safe and secure?

You must take all reasonable precautions to keep your cards, security details (especially your PIN), cheque book, HSBC Secure Key and other security tools safe and to prevent fraudulent use of them. Further details about your HSBC Secure Key and ways to protect your Account can be found on our Website.

If you no longer require your cards or unused cheques, please destroy them securely (cutting them into at least 6 pieces).

We will ask you to help us and the police (including reporting to the police) or other Authorities and third parties with any investigation into the suspected misuse of your cards, security details, cheques, HSBC Secure Key or other security tools. By agreeing to these General Terms, you agree that we may disclose information about your Account to the police, other Authorities and/or relevant third parties to help us recover or prevent losses.

## 8.2 What should I do if my Debit Card, cheque book or HSBC Secure Key is lost or stolen or I think someone else knows my security details?

If your Debit Card, cheque book, HSBC Secure Key, other security tools or your security details (for instance your PIN) have been lost or stolen or you suspect someone has tried to use them you must call us straight away using the

numbers listed on the Telephone Banking section on our Website, on the back of your cards or on HSBC Mobile Banking or visiting one of our Branches.

We will not be liable for any losses incurred prior to you telling us that your Debit Card, cheque book, HSBC Secure Key, other security tools or your security details have been lost or stolen (see section 20 for further information). If you subsequently find anything that you have reported as being lost or stolen, you must not use it again.

## **9. Balance information and statements**

### **9.1 When will I get an Account statement?**

We will either deliver a paper statement for your Account to the address we have on our records for you or your statement will be available to view within Personal Internet Banking (periodically and at our discretion from time to time). You are responsible for updating your contact details to ensure you receive statements from us.

If you have lost one of your statements, you can ask us for a duplicate of your statement. There may be a charge for this service – please see our Schedule of Services and Tariffs on our Website or available at our branches for details of our fees and charges.

### **9.2 What is the difference between the “balance” and “available balance” on my Account?**

The “balance” on your Account represents the current balance, but may also include payments that are still being processed (for example card payments that are yet to be debited) and does not include the amount of any pre-authorised Overdraft we have agreed.

The “available balance” on your Account represents the amount of cleared funds in your Account and takes into account any pre-authorised Overdraft we have agreed, i.e. it is the balance in your Account that is available for you to draw.

### **9.3 Is there any time limit on me querying an entry on my statement?**

You must examine your statement as soon as you receive it. If you see an entry on your statement that you do not recognise or you think is incorrect, you must let us know within 30 days of the statement date.

If we agree that there has been an error, we will take steps to correct it. We may need to carry out an investigation and we may ask you to give us more information or supporting documentation.

If you do not tell us within the 30 day period, we will assume that you agree with

the contents of your statement and we will not usually investigate or correct any disputed entries unless we think we may have made an error.

#### **9.4 What happens if someone obtains a Court order against me or my Account?**

If we receive a Court order we have to comply with that order. This may mean we have to make deductions from your Account and payments may not be processed or may be reversed.

#### **9.5 Will I receive advance notice of payments due to credit my Account?**

On Personal Internet Banking you can see payments that are due to credit your Account one Working Day before they show on your statement. However, these payments may be returned or recalled by the person making the payment and may never be added to your statement.

## **10. Joint Accounts**

#### **10.1 If I have a Joint Account do we have to give you joint instructions to make payments?**

When you open a Joint Account you will be able to select on the application form whether we should accept instructions from each of the Joint Account holders without the others' confirmation or whether you want us to act only when all Account holders give us instructions together. You'll be asked to tick a box saying "either" or "and" to show which of these options for accepting instructions you want us to follow.

If you choose "either", we will accept instructions (including payment instructions and "stop payment" instructions) from each Joint Account holder in relation to the Joint Account, without confirmation from the other Joint Account holders.

If you choose "and", we will only accept instructions with evidence of all Joint Account holders' consent. We will not act on any "stop payment" instructions from you unless we have all Joint Account holders' consent. For this reason, if you choose "and", we usually cannot provide you with certain services for the Joint Account, such as Telephone Banking, Mobile Banking and Personal Internet Banking and we will not give any of the Joint Account holders a Debit Card.

#### **10.2 What about any payments that are in the sole names of any of the Joint Account holders?**

If you choose "either" on the application form we may accept payments that are in the sole name of any Joint Account holder. These payments may include any dividends, interest on securities or cheques,

### **10.3 Do all of us have to apply for an overdraft facility on the Account?**

If you want to apply for an Overdraft for your Joint Account, all Joint Account holders must apply, even if you have elected for an “either” instruction.

### **10.4 What can we do in our sole names and what must we do in our joint names?**

All Joint Account holders’ consent is needed to open further Accounts in their joint names and to close Accounts in their joint names.

It is not possible for a Joint Account to be converted to a Sole Account in the name of one of the Joint Account parties.

Joint Account holders can open additional Sole Accounts in their sole names.

### **10.5 What happens if I have a dispute with my Joint Account holder?**

If we become aware of a dispute between Joint Account holders, we will not get involved in it. If you have an “either” instruction on your Joint Account, we will continue to act on the instructions of any of you acting alone until you all tell us that you want to change your Joint Account to an “and” instruction or we receive a Court order telling us what to do with the monies in the Joint Account.

We will not be liable for any transactions made on the Joint Account by any Joint Account holder where such transaction is disputed by the other Joint Account holder unless we have acted in contravention of a Court order.

### **10.6 Will you provide any Joint Account holder with information about a Joint Account?**

We will send each Joint Account holder a statement unless you all ask us not to.

We will provide any Joint Account holder with any information about the Joint Account.

### **10.7 Do we all have to apply for Personal Internet Banking?**

Personal Internet Banking is only available in respect of Joint Accounts if the Joint Account is held with an “either” instruction.

If any Joint Account holders want to see their Joint Account through Personal Internet Banking, then they must each register for this service in their own right. Each Joint Account holder can register for Personal Internet Banking and will be able to see all of their Sole and Joint Accounts on their Personal Internet Banking profile.

## **10.8 What happens if the person I hold a Joint Account with dies?**

If one Joint Account holder dies, the Joint Account will be frozen until we receive the appropriate documents from the Court to direct us how to handle the Joint Account.

## **10.9 How do we close a Joint Account or cancel a Joint Account instruction?**

You need to send us confirmation in writing from all Joint Account holders that you wish the Joint Account to be closed.

For more details on Account closure generally, please see section 6.

## **10.10 Are there any circumstances where you would not follow my instructions in respect of the Joint Account?**

We will not act on an instruction from any of the Joint Account holders in respect of the Joint Account, and we may even cancel such an instruction, if a Court or regulatory authority tells us to do so.

## **11. Set-off (using money in one account to meet a debt on another account)**

### **11.1 What does “set-off” mean?**

If you:

- have money in a Sole Account or Joint Account with us; and
- owe us money on any product (this could be an Overdraft, loan, Credit Card or any other credit product) that is due and payable but remains unpaid,

we can use the money you have with us to reduce or repay the amount you owe us.

This is our right of “**set-off**”. We can also use our right of set-off if we owe you money against debt that you owe us.

<b>How can you use your right of set-off?</b>	You and we agree for the purposes of Article 250 of the Omani Civil Transactions Law (promulgated by Royal Decree No. 29/2013) that we may exercise our right of voluntary set-off where you owe us a debt and that debt can be settled from a credit we hold on any of your Accounts. This means we can use our right of set-off in the following way (where A and B are Joint Account holders, also with Accounts in their sole names):	
	<b>Account in credit held in the name of:</b>	<b>Right of set-off can be applied against amounts owed by:</b>
	A	A
	A	A and B
	B	A and B
	A and B	A and B
	A and B	A
	A and B	B

### 11.2 Can you use your right of set-off on accounts in Oman only?

Unless prevented by Law, we can use our right of set-off in relation to any Sole Accounts or Joint Accounts that you hold with any member of the HSBC Group anywhere in the world.

An HSBC Group member can also use their right of set-off (if it exists in their terms with you) in relation to any Sole Accounts or Joint Accounts that you hold with us.

You agree that we may share information with any HSBC Group member and debt collections agencies in any country anywhere in the world – see section 7 for further information.

### 11.3 What happens to my other debts if payment on one of my debts is overdue?

If you have borrowed monies from us, or from another member of the HSBC Group, and do not pay it back when you are meant to, we may ask you to pay back all of your debts to us, which will then become immediately due and payable, and we may enforce any security we hold in our favour.

For this reason, it is really important that you ensure you have sufficient monies to pay us back when you are supposed to. If you are suffering financial difficulties and finding it difficult to pay, you must let us know.

## **11.4 Are there any situations when you cannot use your right of set-off?**

We cannot use our right of set-off:

- against any money which we are required to hold by Law in an Account in your name for someone else (i.e. the monies are held “on trust” for a third party beneficiary); or
- in a way that does not comply with any Law.

## **11.5 Will you tell me before you use your right of set-off?**

We will not normally tell you before we apply our right of set-off, but we will tell you as soon as reasonably practical after we have done so.

## **11.6 What if my money is tied into a Fixed Term Deposit?**

If we are considering using our right of set-off, we may (and you authorise us to) bring to an end a fixed deposit period on any of your Accounts and adjust any interest accordingly. We won't necessarily tell you before we bring the fixed deposit period to an end.

If we break a fixed deposit period for the purposes of applying our right of set-off, fees and charges may apply and you may lose any interest that has accrued. Please see our Schedule of Services and Tariffs on our Website for more details of our fees and charges. For more information on the consequences of breaking a Term Deposit, please see section 23.

Any remaining balance left over from a Term Deposit after we have applied our right of set-off to pay your debts will be credited to your Current or Savings Account.

## **11.7 What if my Accounts are non-Rial Accounts?**

If we are considering using our right of set-off, we may (and you authorise us to) convert to Rials any balance that is in a currency other than Rials at the HSBC Exchange Rate that applies at the time.

# **12. Account benefits and features**

## **12.1 Are there extra eligibility criteria for certain Accounts?**

Some Accounts may have particular features. This means that sometimes additional restrictions and eligibility criteria (such as a minimum balance requirement) and additional fees and charges may apply.

We will let you know about this before you agree to open (or reclassify to) the particular Account in question. Usually the additional information will either



appear in the Schedule of Services and Tariffs, in separate terms or printed information applicable to that particular Account or on our Website.

The features, restrictions, eligibility criteria and fees and charges may change from time to time. For the latest information in respect of your Account, please visit our Website.

## **12.2 What about Premier and Advance Accounts?**

Premier and Advance Accounts have eligibility criteria and these are set out on our Website.

The features, restrictions, eligibility criteria and fees and charges for Premier, Advance and Personal Banking Accounts may change from time to time. For the latest information in relation to your Premier or Advance or Personal Banking Account, please visit our Website.

## **12.3 What happens if I do not meet the Premier or Advance eligibility requirements?**

If you do not meet the Premier or Advance Accounts eligibility requirements then we reserve the right, at our discretion, to charge you a service fee up until the point we convert your Account into a Personal Banking Account (i.e. so that it is no longer Premier or Advance).

You have a right to tell us you no longer want to be a Premier or Advance Account holder, in which case we will convert your Account into Advance or a Personal Banking Account (i.e. so that it is no longer Premier or Advance).

Sometimes, you may have a Joint Account, or there may be another Sole Account linked to your Joint Account in the name of your other Joint Account holder, that qualifies for a Premier or Advance Account by virtue of one of the Joint Account holders being Premier or Advance.

In the event that you hold a Joint Account but do not meet the eligibility criteria for a Premier or Advance Account via the Joint Account, that can mean that any Joint Account holder associated with the Joint Account may be charged service fees and charges for the Joint Account and their Sole Account. If this happens, you can tell us that you do not want the Joint Account (or any other Accounts) to qualify for a Premier or Advance Account and we will convert it to Personal Banking.

## **12.4 Where do I find details of the Premier, Advance and Personal Banking benefits?**

Whether your Account is a Premier, Advance or Personal Banking Account, your Account comes with additional features and benefits, details of which are set out on our Website. Additional terms and conditions may apply to some of these benefits and these are on our Website.

The features and benefits of your Premier or Advance or Personal Banking Account may change from time to time. For the latest information in relation to the features and benefits in respect of your Account, please visit our Website. If you have a Premier Account, you can also ask your Premier Relationship Manager for further information.

## **13. Transfer of your Account**

### **13.1 Would you ever transfer me to a different type of Account?**

We can transfer you to another type of Account we believe is appropriate for you if:

- Your type of Account is no longer going to be sold by us; or
- We introduce new eligibility criteria or change the existing criteria for your Account and you do not meet it; or
- We introduce a new type of Account that we think is better suited to your needs.

We will always give you notice that we are going to transfer you to a different account and you can close your Account within 30 days of it being transferred with no charge.

### **13.2 Can you transfer my Account to a different bank?**

We can transfer all of our rights in relation to your Account to another bank or financial institution that purchases those rights.

We can transfer all of our obligations in relation to your Account but only to someone who is authorised or recognised by our regulator as being able to accept deposits.

If we are considering transferring your Account you agree that we may share your Customer Information with third parties in relation to the transfer.

### **13.3 Can I transfer my Account to someone else?**

You cannot transfer any of your rights and obligations in relation to your Account, or your Account itself, to anyone else.

## 14. Making Payments

### 14.1 What methods can I use to instruct you to make a payment from my Account?

You can instruct us to make a payment from your Account in the following ways:

- Personal Internet Banking (including via Mobile Banking)
- Telephone Banking
- Branch
- Customer service unit
- ATM

In each case, you will need to verify your identity and/or enter your security details before we will process the payment.

Certain types of payment may only be made using a particular payment method. Not all payment methods may be available for the payment you would like to make.

For more details on how to make a payment, please visit our Website.

### 14.2 When will you make payments from my Account?

We will only make a payment from your Account if:

- there is enough money available in your Account to cover it; or
- there is a pre-authorised Overdraft on your Account which covers it; or
- we agree to provide you with an exceptional Overdraft to cover it.

For more information on pre-authorised and exceptional Overdrafts, please see section 21 below.

For future payments, there are various cut off times for when you have to meet the above criteria in order for the payment to be made on the same Working Day – you can find details of the cut off times on our Website. The cut off times are indicative only.

Payments may not be made instantly and certain payment methods may attract more fees and charges than other payment methods – please see our Schedule of Services and Tariffs for more details.

We will take all payments due to be made, or that we have agreed to make, from your Account that day into consideration before we choose to process any particular payment you instruct us to make.

### **14.3 When will you not make payments from my Account or when may a payment be delayed?**

We will not make a payment if:

- any of the conditions set out in the above section have not been met; or
- the payment would exceed any limits we may set; or
- we are not reasonably satisfied the payment instruction is lawful; or
- we consider that your Account has been or is likely to be misused; or
- there is a risk of fraud; or
- we are ordered to do so by a Court; or
- we are not able to send the payment by one of the payment methods we use; or
- there is any legal or regulatory restriction on us doing so (including but not limited to where we suspect that making the payment would involve a breach of international financial sanctions laws and regulations).

For fraud prevention purposes we or the third party merchant may have to contact you (for instance by calling you or sending you a secured e-message via Personal Internet Banking) to re-confirm some types of payments, for example high value payments, or request some additional security information from you. You must contact us as soon as possible if we have left a message for you to contact us. If you do not do so we will assume you have not authorised payment requests made through Telephone Banking or Personal Internet Banking and will not make these payments. However, Credit Card payments will usually be made provided there is no reason for us to believe there are any other suspicious transactions on your Account.

If we suspect there has been fraudulent misuse of your Account, our fraud prevention procedures may lead to your payment being delayed or not sent at all. We will not be liable for any losses in the event of a delay or if the payment is not processed for this reason. If we believe there is any suspicious or unusual activity happening on your Account, we may need to carry out an investigation and we may ask you to give us more information or supporting documentation. You must provide us with this information as soon as possible otherwise this may lead to us restricting or closing your Account.

**You must report any unusual transactions on your Account as soon as you notice them by calling us using the Telephone Banking numbers on our Website or by visiting a Branch.**

**Exceptionally, payments may be delayed due to Financial Crime Risk Management Activity. Please see section 1 for more details.**

#### **14.4 How will I know if you have not made one of my payments?**

We will usually try to contact you to tell you the first time we do not make a payment unless there are fraud prevention, security, legal or regulatory reasons why we cannot do this.

**If we have not made a payment in relation to a cheque you have written there may be serious consequences. More details are provided in section 18.**

#### **14.5 Are there any general conditions for making payments?**

To ensure we protect your Account from unauthorised requests, we may take extra steps to validate payments being made. Payments may be delayed if we carry out such steps.

You cannot make all types of payments through each banking channel we provide. Please see our Website for details of which payments can be made through which channels.

Charges apply to some types of payments. Current charges can be found in our Schedule of Services and Tariffs and on our Website.

You are responsible for providing the correct beneficiary details (name of beneficiary, SWIFT, Account number and sort code, where relevant) for all payment requests. If you do not give us the correct beneficiary details, the payment may be rejected or credited to a person who is not the right beneficiary. If the mistake has been caused by an error on your part, then we will not be responsible for any losses and we may not be able to reverse the transaction without the recipient's consent.

#### **14.6 What happens if a mistake is made?**

If a payment is made into your Account as a result of fraud or a mistake, we may (but are not obliged to) place a hold on the monies whilst we investigate. We may later deduct it from your Account. If this leads to your Account either:

- going overdrawn and you do not have a pre-authorised Overdraft on your Account; or
- going over the agreed limit of an existing pre-authorised Overdraft,

then we will treat this as an exceptional Overdraft request from you.

If a payment is made out of your Account as a result of a mistake, we may not be able to recover that payment. If the payment was made due to your mistake, for example, incorrect payment information, we may charge you for any costs to us of recovering the funds (if it is possible to recover them).

If you dispute a transaction we will investigate the facts. Depending on the outcome of our investigation, we may either reject your dispute or accept it. If we accept your dispute, we will credit your Account with the value of the disputed transaction. If we reject your dispute, we may debit your Account for any fees, interest or losses we have incurred in our investigation.

#### **14.7 Will there be times when I cannot make a payment from my Account or you put restrictions on my use of my Account?**

We can suspend the use of your cards (and ask you to return them to us) and suspend your use of Telephone Banking or Personal Internet Banking to stop you making payments. We may also freeze, block or put a hold on your Account or monies in your Account. We will do this if we think it is necessary because:

- we have concerns about the security of your cards or we think someone else has accessed your Account through Personal Internet Banking or Telephone Banking;
- we suspect that your card, Personal Internet Banking or Telephone Banking has been used fraudulently or in an unauthorised way;
- there is a significantly increased risk that you will be unable to repay any overdraft on your Account;
- we have asked you for updated Know Your Customer documentation and you have not responded to our request, or you have not supplied the relevant documentation to our satisfaction, or the documents you have supplied are not to our satisfaction; or
- there are legal or regulatory obligations or international financial sanctions obligations we have to meet.

We will usually give you advance notice of any suspension and tell you why. However, we will not do so if this would compromise our reasonable security measures or it is unlawful or contrary to a regulation to do this. Occasionally we may not be able to contact you to give you advance notice (for instance, if we have to act quickly to prevent losses on your Account).

If you are planning on travelling outside of Oman and want to use your cards, we recommend that you notify us in advance so that we do not suspect that your card is being used fraudulently.

#### **14.8 What information will I need to give if I want to make a cash deposit or cash withdrawal?**

We may require information from you when you make a cash withdrawal or deposit. This will help us meet our regulatory obligations.

For cash withdrawals, we usually need to know the purpose of the payment and the beneficiary details.

For cash deposits, we usually need to know the source of the funds and purpose of the deposit.

In all cases, we may require you to give supporting information and documentation. If you do not provide us with the information and documentation that we need, or the information or documentation you provide causes us to believe that we may breach any Laws if we allow your transaction to proceed, we may not be able to process your transaction. Please see section 1 for more details.

#### **14.9 When will cash deposits appear in my Account?**

If you pay cash into your Account at a Branch, it will appear in your Account immediately. Any interest will be applied from the day it is paid in provided it is before our cut off times. Details of our cut off times are available on our Website.

If you pay cash into your Account using an ATM, it will appear in your Account after verification by us and this deposit shall only be deemed to be received by us once it appears in your Account. Our records of these deposits shall be conclusive and we will not be responsible to you for any ambiguities in the written instructions.

#### **14.10 What if I make a withdrawal or transfer before any inward payment is cleared?**

If you withdraw any money which is not cleared for interest calculation purposes (if applicable), you may be charged interest even though your Account may show a credit balance.

### **15. Payments out of your Account to other accounts within Oman**

#### **15.1 What types of payments can I make from my Account to other accounts in Oman?**

You can make payments, transfers, Standing Instructions and any other payment types we indicate are available on our Website from time to time.

Neither we nor any third parties that we use in order to process your payments will be responsible to you for any loss, delay, error or omission arising out of any mode of communication or operational systems that are used for effecting any of your payment or transfers.

## **15.2 What information do I have to provide for you to make a payment from my Account?**

You must provide us with the information we request in order for us to be able to make a payment from your Account. We will make the payment using only this information.

Sometimes we will need to contact you to validate your payment request and may ask you for further information or documentation before we process the payment request. If we do not have sufficient information or the information we receive causes us to believe that fulfilling the payment request may mean we breach any Laws, we will not be able to make the payment and your payment request may be cancelled.

If you give us wrong or incomplete information, or we are unable to process payment requests for legal or regulatory reasons, we will not be liable for any losses (whether we process the payment or not).

For Standing Instructions, we may need you to confirm the details of a regular payment recipient and renew your instructions to make the payment at various intervals.

## **15.3 What happens if I have set up a Standing Instruction, but there are not enough funds in my Account when you try to debit it?**

You must ensure sufficient funds are retained in your Account to enable us to meet any Standing Instruction on your Account on the due date. Details of our cut off times for Standing Instructions are available on our Website.

Out of all of your existing payment instructions (e.g. cheques presented, electronic transfers, Standing Instructions etc), we will decide the order of payment.

If your Account has insufficient funds to enable the Standing Instruction to be honoured, we won't necessarily tell you. We may exercise our discretion to either reject the payment instruction or effect the payment instruction. If we reject the payment instruction, you will be responsible for ensuring that your payment commitments are met via other means. If we effect the payment instruction, we will treat this as an exceptional request for an overdraft (see section 21 for more details).

If there are insufficient funds in your Account to enable a Standing Instruction to be met on multiple occasions, we may exercise our discretion to cancel the Standing Instruction authority generally, without necessarily telling you. You will be responsible for ensuring that your future payment commitments are met via other means.

If you are facing difficulties meeting your debt liabilities, you must tell us.



You can amend or cancel a Standing Instruction at any time. Sometimes, we will ask for confirmation of your instructions in writing. If you tell us too near the time when the payment is due to be debited from your Account, sometimes we may not be able to change or cancel the Standing Instruction in time. If this happens, we will effect the change or cancellation before the next payment is due to leave your Account.

Fees and charges may apply to the setting up, amending and cancellation of Standing Instructions. Fees and charges may also apply if there are insufficient funds in your Account in order to meet a Standing Instruction. Please see our Schedule of Services and Tariffs available on our Website for more details.

#### **15.4 How long does it take for electronic payments from my account to reach the bank of the person/organization I am paying?**

How long a payment takes to reach the beneficiary depends on the type of payment you make and the time of day you give us your instruction to make the payment. More details on our cut off times are available on our Website. Cut off times are indicative only.

#### **15.5 Can I change my mind after I have asked you to make a payment?**

If you have asked us to make a payment immediately then you cannot usually cancel the payment as we will have processed it already.

If you have asked us to make a payment in the future, you can usually cancel your instruction before we send the payment, but occasionally it may be too late to cancel as we will have already processed the payment. Our cut off times are available on our Website. Cut off times are indicative only. If you ask us to cancel a payment instruction, we will not be liable for any exchange rate losses.

## **16. International Payments**

#### **16.1 What types of international payments can I make from my Account?**

You can make electronic international transfers from your Account and any other payment types we indicate are available on our Website from time to time.

#### **16.2 What information do I have to provide for you to make an international payment from my Account?**

You must provide us with the information we request in order for us to be able to make a payment from your Account. We will make the payment using only this information.

Sometimes we will need to contact you to validate your payment request and may ask you for further information or documentation before we process the

payment request. If we do not have sufficient information or the information we receive causes us to believe that fulfilling the payment request may mean we breach any applicable Laws, we will not be able to make the payment and your payment request may be cancelled.

If you give us wrong or incomplete information, or we are unable to process payment requests for legal or regulatory reasons, we will not be liable for any losses (whether we process the payment or not).

### **16.3 How long does it take for electronic payments from my Account to reach the bank of the person/organization I am paying?**

How long a payment takes to reach the beneficiary depends on the type of payment you make and the time of day you give us your instruction to make the payment. More details on our cut off times are available on our Website. Cut off times are indicative only.

### **16.4 What exchange rate will you apply to payments I send abroad?**

You can ask us to convert a payment into a different currency before we send it. The HSBC Exchange Rate will apply to the conversion. This is a variable rate and it changes frequently. If you make the payment on a weekend or when the markets are not live; then you might not get the most advantageous rate.

If you ask us to make a payment immediately, we will provide you with details of the HSBC Exchange Rate and you will have the opportunity to accept or reject the rate before you confirm that you want us to send your payment.

If you ask us to make a payment on a future date through Personal Internet Banking or via a Standing Instruction, we will apply the HSBC Exchange Rate as at the time of the transfer unless you have agreed another rate with us in writing in advance of the transfer.

If a payment that was sent in a foreign currency is returned to us, we will convert that payment back into Rials using the HSBC Exchange Rate that applies at that time. Details of the HSBC Exchange Rates can be found on our Website. The amount credited back to your Account could be less than the original amount of the payment depending on the HSBC Exchange Rate that applies at the time of the outward / inward payment. We are not responsible for this. In addition, we will process the payment, but we are not responsible for checking if the beneficiary can / does receive it.

## **16.5 Do you charge for making international payments?**

We do charge for international payments and an applicable exchange rate will also apply. Please see our Schedule of Services and Tariffs for more details.

You will also have to pay any charges made by any agents we use to send the payment abroad, an intermediary bank or the recipient's bank. We will deduct these charges from the payment unless:

- your payment is being sent in an European Economic Area ("EEA") currency to an account within the EEA; or
- you ask us not to.

## **16.6 Can I change my mind after I have asked you to make a payment?**

If you have asked us to make a payment immediately then you cannot cancel the payment.

If you have asked us to make a payment in the future, you can usually cancel your instruction before we send the payment, but occasionally it may be too late to cancel as we will have already processed the payment. Our cut off times are available on our Website. Cut off times are indicative only. If you ask us to cancel a payment instruction, we will not be liable for any exchange rate losses.

## **16.7 What do I need to know about entering into foreign currency exchange transactions?**

You may be affected by changes in currency exchange rates and you need to understand those risks. We do not offer any advice about when to transfer funds into a foreign currency and how this will affect you.

If you have a foreign currency Account with us you will be responsible for any costs, expenses and risks associated with this Account. This may include any international or domestic restrictions that affect us. We shall not be liable for any loss you may incur as a result of this.

## **16.8 What is Global View Global Transfers?**

Global View Global Transfers (or "**GVGT**") is a service we provide that enables you to view all your HSBC accounts globally on one page through Personal Internet Banking and make transfers between those accounts. Fees and charges relating to GVGT may be found on our Schedule of Services and Tariffs or on our Website.

Separate additional terms apply in relation to your use of GVGT, which can be found on our Website. When you use GVGT we will assume you agree to those terms.

## 17. Your Debit Card

### 17.1 Do I automatically get a Debit Card with my Account?

You will receive an HSBC Debit Card when you open certain types of Account with us. Please sign it immediately after receipt.

For eligible Joint Accounts, we can issue an HSBC Debit Card to each Joint Account holder but only if each Joint Account holder is authorised to operate the Joint Account alone (i.e. on an “either” instruction – see section 10 for more details).

With certain types of Debit Card and certain types of Account, you can “link” accounts on one card. If you do this, you can use your Debit Card to access all the linked Accounts. You will need to elect a primary Account that will be used as your default Account for merchant transactions.

For certain types of Account (for example Accounts for minors), you may have an “ATM card” only. This is a card that only allows you to check your balance and make deposits at ATMs. It has limited functionality and cannot be used to withdraw funds from an ATM. We may limit the functionality to deposit only or cancel the ATM Card and if we do, we will notify you of this.

We may charge a fee if you require a replacement Debit Card. Full details of our fees and charges are set out in our Schedule of Services and Tariffs which is available on our Website.

### 17.2 Can I use my Debit Card at ATMs?

You can use your card in Oman at HSBC ATMs or ATMs which are connected to OmanNet Switch, GCC Net, China Union Pay (CUP) and Plus or Visa Net payment systems.

You can also use your card at ATMs on the same networks abroad, so long as they are situated in countries where withdrawals are permitted pursuant to Oman Laws and such use would not involve a breach of any international financial sanctions.

There are multiple services available to you when you use your Debit Card in an HSBC ATM in Oman. Other ATMs will have limited services, such as only balance enquiries and cash withdrawals.

You will be responsible for paying any fees and charges that other institutions make for you to use their ATMs, and if other ATMs allow you to withdraw foreign currency then we will not be responsible for the exchange rate that is applied. We may also apply certain fees and charges when you use certain ATMs – please visit our Website for further details about our fees and charges.

We will not be responsible if you are unable to use your Debit Card in any other institution's ATMs. In addition, there may be particular countries where, due to local legal or regulatory reasons, you cannot use your Debit Card. We will not be responsible for any loss or damage that may arise from any malfunction or failure of your Debit Card or the ATM or any incorrect information that is inputted by you at the ATM.

We will set a daily maximum cash withdrawal limit for your Debit Card. You can find out more about the daily maximum cash withdrawal limits for our Debit Cards through our call centre.

If we have advised you that one of our ATMs is out of order (for instance through a notification on the ATM screen or on our Website) you must not use that ATM. You can find a list of our ATMs on our Website.

We can change the number of ATMs that we provide at any time.

The Debit Card we provide to you for your use remains our property and we can suspend its use or cancel it at any time without notice to you.

### **17.3 Can I use my Debit Card to make foreign currency cash withdrawals in Oman?**

You cannot withdraw foreign currency from our ATMs in Oman.

### **17.4 Can I use my Debit Card to make payments?**

You can use your Debit Card to make payments to retailers that display the "VISA" or "PLUS" sign in Oman and abroad.

We or the retailer (including online and phone merchants) will take reasonable and appropriate security and identity verification steps prior to authorising your payment.

We will not be responsible if a retailer refuses to accept your Debit Card.

You can also use your Debit Card at our ATMs in Oman to make payments to your Credit Cards held with us. Your Account will be debited immediately, but it may take a few days for your Credit Card balance to be updated.

You should not use your Debit Card for any unlawful purpose, for any purchases that would not be permitted under Omani law or for any purposes that would involve a breach of international financial sanctions.

## **17.5 How will foreign currency transactions (other than ATM transactions) be charged to my Debit Card?**

Foreign Currency Transactions (other than ATM transactions) are converted into your Account currency by the card scheme (Visa or MasterCard) using their applicable exchange rates on the day conversion is made (which may involve a conversion to US dollars first). In addition to this exchange rate conversion, we charge a processing fee (as a percentage of the transaction amount) as set out in our Schedule of Services and Tariffs.

## **17.6 How will foreign currency withdrawals from ATMs be charged to my Debit Card?**

Foreign Currency Transactions performed at an ATM will be converted into your account currency by us using our applicable exchange rate. The Transactions may have first been converted to US dollars by the card scheme (Visa or MasterCard) using their applicable exchange rates on the day conversion is made.

When making Foreign Currency Transactions at ATMs on certain networks, such as OmanNet, the conversion may be completed by a local regulatory authority at a rate and time determined by them.

In addition to this exchange rate conversion, we charge a processing fee (as a percentage of the transaction amount). You may also be charged a cash withdrawal fee (which may differ depending on the network). For the relevant fees and charges which apply to a cash withdrawal please see the Schedule of Services and Tariffs.

Some cash machine operators may apply a direct charge for withdrawals from their ATMs. This should be advised to you by them and you can choose whether to accept it on screen at the time of the withdrawal.

## **17.7 Can I change my mind after I have used my card?**

For cash withdrawals from ATMs, you cannot cancel the withdrawal after you have pressed the button on the keypad agreeing to the withdrawal.

For card payments, you cannot cancel the payment. If there is a dispute over the payment, you must tell us (either using Telephone Banking or by visiting one of our Branches) and we will investigate. Please see section 20 for more information on disputed transactions.

If you want to cancel a recurring card payment you must tell the retailer.

## **17.8 When will a card payment / cash withdrawal be deducted from my Account?**

How long it takes for a card payment / cash withdrawal to be deducted from your Account depends on whether the transaction occurred in Oman or outside of Oman and what currency is used for the transaction.

We may put a hold on funds in your Account pending receipt of information from the retailer. This may mean that we debit your Account some time after your card transaction occurred. If this happens and there are insufficient funds in your Account to make the payment, we will usually call you and ask you to fund your Account before debiting the payment.

## **17.9 Will you share information with card service providers?**

You agree that we may share information in relation to you and your Account / cards with card service providers (such as VISA and MasterCard) and related third parties, and with rewards scheme providers (such as My Rewards Points) and related third parties, where necessary to enable us to provide card services and rewards to you.

# **18. Cheques**

## **18.1 Can I have a cheque book?**

You can only have a cheque book if you have had a Current Account for at least 3 months.

Cheque books are not available with any other type of Account.

If we believe you are no longer resident in Oman, we may change your Current Account into a Savings Account and cancel your cheque book.

## **18.2 How long will it take for a cheque I have written to be deducted from my Account after it is presented for payment?**

How long it takes for a cheque to be deducted from your Account after it is presented for payment depends on the way the cheque is presented and the time of day it is presented. More details on our cut off times are available on our Website. Cut off times are indicative only.

## **18.3 When can I stop a cheque?**

If you would like us to stop a cheque you must provide us with sufficient time to action the request and provide us with a reason for the stop payment request.

## **18.4 How can I protect my cheques?**

You must take reasonable precautions to stop anyone altering or forging your cheques. Only use cheques in the form we issue them, write in non-erasable ink, do not leave space for insertions and add the word “only” after the written amount, never pre-sign blank cheques or use corrective fluid, delete the words “or bearer” and cross the cheque with two parallel lines.

We will not be responsible to you for any loss or damage in relation to the cheque nor any delay in crediting the Account or non payment and return of any cheques to you.

## **18.5 What if a cheque is more than 6 months’ old?**

We may agree to pay a cheque more than 6 months’ old, but we are not obliged to.

## **18.6 Will you date undated security cheques?**

We will only ever fill in the date on an undated security cheque and present it for payment in the event you owe us money and have not paid us, as agreed, when we have asked you to. Even then, we will only ever file a police case against you for the amount you owe to us.

By agreeing to these General Terms, you agree that we may fill in the date on your undated security cheques in the circumstances described above.

## **18.7 What happens if a cheque I write from my Account bounces?**

**If you write a cheque and you do not have sufficient funds in your Account when that cheque is presented for payment (or your Account is closed or blocked – see section 6 for more information), you could face civil and/or criminal liability and even a prison sentence under Omani law.**

You could also face court action against you to recover monies you owe and your ability to leave Oman could be restricted. You should consider this carefully before writing any cheques and make sure you have sufficient funds in your Account to meet any cheques you have written.

There are also other consequences to having a cheque returned for insufficient funds, including but not limited to you being blacklisted with the Central Bank of Oman (and by us), you facing difficulties obtaining credit in the future and/or us closing your Account. We will keep a record of the number of bounced cheque returns on your Account.

## **18.8 What happens if there is a mistake on a cheque I have written?**

If there is a mistake on a cheque you have written or we think there is a signature mismatch, we may reject the cheque for technical reasons (as opposed to insufficient funds), in which case it will not be honoured.



You are responsible for ensuring that cheques you write and cheques made out to you are filled in properly. You are responsible for ensuring that your payment obligations are met through other means, in the event that cheques you write are not honoured due to technical reasons.

We will keep a record of the number of technical cheque returns on your Account.

### **18.9 How long will it take for a cheque I have received to be credited into my Account?**

When you pay a cheque into your Account, you will normally have to wait up to 2 Working Days before you are able to withdraw the money unless we agree otherwise. This may take longer if we think there are credit or fraud prevention reasons for doing so.

### **18.10 When will I start receiving interest on any cheque payments?**

We normally treat a cheque as being cleared for interest purposes (if applicable) after it is paid into your Account.

## **19. Payments into your Account**

### **19.1 How do I pay cash into my Account?**

You can pay cash into your Account in the following ways:

- over the counter at one of our Branches; and
- at one of our ATMs that accepts payments in.

Sometimes, we will ask you to provide us with information and/or documentation to establish the source of the funds and the purpose of the payment. If you are unable or unwilling to give us this information/documentation, then we may not be able to make the payment into your Account and we may close your Account.

### **19.2 How long does it take for the amount of a cheque I have paid in to show in my Account?**

For Rial cheques issued in Oman:

How long it takes for a cheque to show in your Account after it has been presented for payment depends on the day (and time of day) it is presented. More details on our cheque processing and cut off times are available on our Website. Processing and cut off times are indicative only.

### **19.3 Can I pay a foreign currency / foreign bank cheque into my Account?**

You can pay both cheques drawn in a foreign currency and cheques drawn on foreign banks into your Account. We will decide, at our discretion, to either “negotiate” the cheque or send it for “collection”. We charge in both instances and you may also have to pay foreign agents’ and charges imposed by the bank on which the cheque is drawn. Please see our Schedule of Services and Tariffs on our Website or at our branches for more details.

When we “negotiate” a cheque, we will normally credit your Account with the value of the cheque as soon as possible and place a hold on the funds until we hear from the foreign bank that there are sufficient funds in the payer’s account to honour the cheque. This is the usual procedure for banker’s drafts.

If we send a cheque for “collection”, we will usually send the physical cheque to the foreign bank and request clearance. We will only credit your Account with funds when we are in receipt of monies from the foreign bank. This process usually takes much longer than the cheque negotiation process.

We may need to convert the cheque amount into Rials and if we do this we will apply the HSBC Exchange Rate. If the cheque is returned unpaid, then we will reconvert it back to the original currency using the HSBC Exchange Rate and then deduct it from your Account. Fees and charges may apply if a foreign cheque is returned unpaid. We will not be liable for any losses incurred when converting the cheque amount from one currency to another.

Please see our Schedule of Services and Tariffs for all fees associated with foreign cheques. Please note that it can take some time for a foreign cheque to be processed (longer than a Rial cheque issued in Oman).

### **19.4 What happens if a cheque I have paid in is returned to you unpaid?**

If a cheque you pay into your Account is returned unpaid we will deduct the amount of the cheque from your Account. If this leads to your Account either:

- going overdrawn and you do not have a covering pre-authorised Overdraft on your Account; or
- going over an existing pre-authorised Overdraft limit,

then we will treat this as an exceptional Overdraft request from you and additional charges and interest may apply.

### **19.5 Can I pay a cheque which is made payable to someone else into my Account?**

You can pay a cheque which is made payable to someone else into your Account if the person to whom it is payable has signed the cheque on the back. We can also ask for other details before we accept it.

However, this does not apply to a cheque marked “account payee only” or “not transferrable” which can only be paid into the Account of the person to whom it is made payable.

### **19.6 Will I be charged for my payment instructions?**

We may charge you for any enquiries we receive in relation to each payment and instruction. We will not charge you if we have made an error.

## **20. What happens if things go wrong**

### **20.1 How do I check that I have authorised all payments from my Account and how long do I have to do this?**

You must check your statements carefully as soon as they are available. You must tell us immediately if there is a transaction you do not recognise or if you think we have made a payment incorrectly. If you do not tell us within 30 days of the date of the payment you may not be entitled to have any errors corrected.

### **20.2 Will I get a refund if I did not authorise a payment from my Account?**

If you tell us that you did not authorise a payment from your Account we will investigate the facts. If we accept your dispute, we will refund your Account with the payment amount and any interest or charges you have paid as a result of the unauthorised payment. We will have no further responsibility to you. If we reject your dispute, we will have no liability to you and we may debit your Account for any fees, interest or losses we have incurred in our investigation.

### **20.3 Can I get a refund if I have authorised a payment in advance but the payment amount was not available at that time, for example a hotel room service bill?**

If you authorise a payment and:

- the authorisation did not set out the exact amount of the payment; and
- the amount of the payment exceeds the amount you could reasonably be expected to pay, these General Terms and all other circumstances,

you can ask us for a refund within 8 weeks of the payment being deducted from your Account. We will not make a refund if you have agreed with us for the payment in question to be made and, where appropriate, details of the payment are provided or made available to you at least 4 weeks before the payment is deducted from your Account.

You must provide us with any further appropriate information we ask for so we can decide whether we should make a refund. We will make any refund within 10 Working Days of receiving all the information we require.

## 20.4 Who is responsible for unauthorised payments or fraud on my Account?

Event	Who is responsible for the unauthorised payments and all losses that result from this?
You act fraudulently	You are responsible
You let another person use your card or your security details (e.g. your PIN) or your Account	You are responsible
You intentionally or with negligence (i.e. you have not taken sufficient care) do not use your card, Telephone Banking or Personal Internet Banking in accordance with these General Terms or any other relevant terms and conditions	You are responsible
You do not keep your card, HSBC Secure Key or your security details safe	You are responsible
You intentionally or with negligence (i.e. you have not taken sufficient care) do not notify us as soon as possible of the loss or theft of your card, cheque book, security details or HSBC Secure Key, or if you suspect someone has tried to use any of them	You are responsible
If someone else uses your card before you receive it	We are responsible unless you have acted fraudulently
<p>If your card has been used without your authority or knowledge to:</p> <ol style="list-style-type: none"> <li>1) purchase goods via the telephone, internet or mail order; or</li> <li>2) purchase goods or services via Personal Internet Banking or Telephone Banking</li> </ol>	We are responsible unless you have acted fraudulently or been negligent (i.e. you have not taken sufficient care)
After you have told us that your card or security details have been lost or stolen	We are responsible unless you have acted fraudulently
If you have asked us to make a payment and provided the correct payment details	We are responsible unless we can prove the recipient's bank has received the payment within the usual timescales for making the payment
You have provided us with incorrect payment details	You are responsible

**If you ask us to, we will make reasonable efforts to trace payments, but this may not always be possible.**

**20.5 We are not responsible if we do not comply with any of these General Terms:**

- **due to abnormal or unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or**
- **where our failure to comply is due to our obligations under applicable Laws.**

## **21. Overdrafts**

### **21.1 How can I ask for an Overdraft?**

You must be at least 21 to apply for an Overdraft.

If you want to make payments that would take your Account:

- **overdrawn, and you do not already have a pre-authorised overdraft limit in place on your Account; or**
- **above a pre-authorised overdraft limit that is already in place on your Account**

you can make either a pre-authorised or exceptional overdraft request for an Overdraft to cover those payments. Overdrafts are subject to credit status and your individual circumstances.

A **pre-authorised Overdraft request** is where you ask us for an Overdraft in advance before you authorise the payments to be made from your Account.

An **exceptional Overdraft** is granted at our absolute discretion in order to avoid rejection of any particular transaction due to there being insufficient funds in your Account. Where you authorise payments to be made from your Account, we will decide whether we will agree to provide an exceptional Overdraft to cover each payment when we receive each payment request.

If we agree to provide an exceptional Overdraft to cover a particular payment then we will provide this to you for 30 days.

### **21.2 How much will you charge me for an Overdraft?**

We reserve the right to charge you Overdraft Interest whenever you have an overdrawn balance on your Account, regardless of whether you have made a pre-authorised or exceptional Overdraft request.

Overdraft Interest will be charged at the rate published on our Website as it may change from time to time.

We will calculate Overdraft Interest each day and deduct it from your Account once a month unless we have agreed something different with you.

Fees for arranging and periodically renewing each pre-authorised or exceptional overdraft may apply. Please see our Schedule of Services and Tariffs on our Website for more details. Overdraft arrangement and renewal fees and Overdraft Interest will be automatically debited from your Account.

If your Account goes into credit or the overdrawn balance on your Account reduces and we then agree to provide you with another exceptional Overdraft to cover a payment you have authorised, we reserve the right to charge you another Overdraft arrangement fee.

You will be charged Overdraft Interest for so long as your Account remains overdrawn.

### **21.3 What happens if you don't agree to my Overdraft request?**

- If we do not agree to a pre-authorised Overdraft request from you (or we are only prepared to offer you an Overdraft of a certain amount, which is lower than the amount you have requested) then we will tell you when you apply and we are not obliged to give reasons for our decision.
- If we do not agree to an exceptional Overdraft request from you, then we will not make the payment you have authorised. For this reason, it is important that you have sufficient funds in your Account to cover outgoing payments.

### **21.4 When will I have to repay my Overdraft?**

Overdrafts are a short term way to borrow money. You must make regular payments into your Account and tell us straight away if you are not able to do this.

We can, at any time, end your Overdraft. If we do this, we will send you a demand in writing asking you to repay the entire overdrawn balance on your Account to us immediately. We can also ask you to repay part of your overdrawn balance at any time and reduce your Overdraft limit.

You are personally responsible for repaying any Overdraft, whether this is authorized or not authorized by you. For full details about unauthorized transactions, please see section 20.

### **21.5 What happens if I have a Joint Account and I need an Overdraft?**

All Joint Account holders are responsible, jointly and severally, for repaying any

Overdraft on a Joint Account. This means that we can demand repayment of the entire balance of the Overdraft from all or any of the Joint Account holders individually. Each individual Joint Account holder is liable to repay the entire balance of the Overdraft and any associated Overdraft Interest and fees and charges, regardless of who has caused the Account to be overdrawn.

## **21.6 What happens to my Overdraft if I leave Oman?**

If you leave Oman, your entire Overdraft will become immediately due and payable. You must pay back your Overdraft (and any other debts you owe to us). If you do not do so, we may apply our right of set-off (see section 11 for further details) and appoint debt collection agencies in the country you move to and will share information about your Accounts with them. You will be responsible for our costs.

## **22. Call Deposit Accounts**

### **22.1 What is a Call Deposit Account?**

A Call Deposit Account is a special type of Savings Account to which you can have instant access to your funds in the currency of a particular country.

Minimum balance requirements and fees and charges apply. These are set out in the Schedule of Services and Tariffs, which can be found on our Website.

You must have cleared funds to make a deposit into a Call Deposit Account.

### **22.2 How do you calculate interest on my Call Deposit Account?**

For Call Deposit Accounts, we calculate interest daily on the cleared balance and add interest to your Account monthly. If you request we can add your interest to an Account held with us in the same name as your Call Deposit Account.

No interest will be payable if our minimum balance requirements are not met.

## **23. Term Deposit Accounts**

### **23.1 What is a Term Deposit Account?**

A Term Deposit Account is an Account into which you may make deposits for a fixed term. We call these Fixed Term Deposits.

### **23.2 What are the eligibility criteria?**

You must have a Current or Savings Account with us for the duration of any Term

Deposit Account. For Joint Accounts you must hold a Current or Savings Account with us either jointly or separate Current or Savings Accounts in your sole names.

There are also minimum balance requirements, available in our Schedule of Services and Tariffs, which can be found on our Website. You must have cleared funds to make a deposit into a Term Deposit Account.

### **23.3 In which currencies are Term Deposit Accounts available?**

Term Deposits are available in a number of currencies. You can find out which we currently offer by contacting our call centre or visiting one of our Branches.

### **23.4 What happens when the Term Deposit matures?**

When the Term Deposit matures, we will pay the Term Deposit into the Account held with us from where you originally transferred the funds or to any of you in the event of a Joint Account, unless you provide us with written instructions to do otherwise.

You can set up an automatic rollover so that until further notice your Term Deposit is renewed for the same term at the prevailing interest rate at the point of renewal.

Upon renewal of an existing Term Deposit at the maturity date, the prevailing interest rates will be applicable. Term Deposit interest rates are available on our Telephone Banking Service, Personal Internet Banking Service and Branches. We may vary the rate of any interest payable and the interval at which it is paid. If we do this, we will update the information on our Telephone Banking Service, Personal Internet Banking Service and Website.

### **23.5 Can I withdraw my Term Deposit before the end of the term?**

If you want to withdraw your Term Deposit before the end of the agreed term, you must tell us and we may require you to fill in a form.


If you decide to break the Term Deposit during the term, then you may have to pay applicable fees and charges and you will give up your right to any interest that would have been payable at the maturity date. We will provide you with the principal.

### **23.6 How will interest be calculated?**

Interest accrues daily and is paid at the maturity date (unless we agree on a different method for interest calculation).

The interest rate you receive is fixed for the term of the deposit. We will send





you an acknowledgement of the Term Deposit for each Fixed Term Deposit made.

If you decide to break the Term Deposit during the term, then you may have to pay applicable fees and charges and you will give up your right to any interest that would have been payable at the maturity date.

### **23.7 What are the risks?**

The premature withdrawal of a Fixed Term Deposit may render the Term Deposit subject to no interest and a premature withdrawal charge. For this reason, you should not make a Fixed Term Deposit if you require access to your funds before the end of the term unless you are comfortable that, upon breaking the term before the maturity date, you will have to pay the applicable charge and sacrifice the interest that would have been payable at the maturity date.

No additional funds can be added to your Fixed Term Deposit, although you can open multiple Fixed Term Deposits.

You only receive your Term Deposit funds at the maturity date.

For applicable fees and charges relating to Fixed Term Deposits, please see our Schedule of Services and Tariffs available on our Website.

## 24. Glossary

### **Account**

means your Omani HSBC bank account(s), including any Joint Account(s), Current Account(s) and Savings Account(s) unless otherwise specified.

### **ATM**

means an automated teller machine (sometimes also referred to as a “cash machine” or “self-service machine”). Our ATMs offer different automated services, the most common of which are cash withdrawal and balance enquiries (via your Debit Card) and cash and cheque deposits.

### **Authorities**

includes any judicial, administrative, public or regulatory body, any government or government ministry or department, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group and “**Authority**” shall mean any one of these.

### **Branch**

means any of our branches in Oman.

### **Call Deposit Account**

means an Account with special savings features whereby you can have access to your funds in the currency of a particular country.

### **Compliance Obligations**

means obligations of any member of the HSBC Group to comply with: (a) any Laws or international guidance and internal policies or procedures, (b) any valid demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify your identity.

### **Connected Person**

means a person or entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include, but is not limited to any guarantor, any beneficial owner, trustee, settler or protector of a trust, any account holder of a designated account, any payee of a designated payment, your representative, agent, attorney, guardian or nominee, any person with whom you hold a Joint Account, any supplementary card holder, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

## **Court**

means the courts of the Sultanate of Oman.

## **Credit Card**

means any MasterCard or Visa credit card issued by us to you at any time or to a supplementary cardholder under the credit card terms and conditions which are available on our Website.

## **Credit Interest**

means the interest we may pay you on credit balances in your Accounts.

## **Current Account**

means a transactional Account. For details about our current accounts, please visit our Website. You must have a valid Omani residency visa in order to have a current account with us.

## **Customer Information**

means your Personal Data, confidential information, and/or Tax Information, or that of a Connected Person.

## **Debit Card**

means any MasterCard or Visa debit card issued by us to you at any time or to a supplementary cardholder under these General Terms and references include any numbers or details that allow use of the debit card without physically presenting it where the context requires.

## **Foreign Currency Transactions**

means any transaction in a currency other than your account currency, unless you agree that the currency conversion is done at the point of sale, or withdrawal and agree the rate at that time, for example with the shopkeeper or on the ATM screen.

## **Financial Crime**

means 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.

## **General Terms**

means these HSBC General Personal Banking Terms and Conditions, as amended and renamed from time to time.

## **Global Transfer**

means an international payment from one of your HSBC bank accounts to another one of your HSBC bank accounts through Global View on Personal Internet Banking.

## **Global View**

means the service on Personal Internet Banking through which you can view all of your HSBC bank accounts globally.

## **HSBC Exchange Rate**

means the reference rate of exchange between currencies offered by us in Oman. We can change the HSBC Exchange Rate immediately and without giving you prior notice. Sometimes when we give you information about an exchange rate it will be an indicative rate only and we will tell you this.

## **HSBC Group**

means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and **“any member of the HSBC Group”** has the same meaning.

## **HSBC Secure Key**

means the secure key mechanism that we will provide to you so that you can generate secure passcodes to access Personal Internet Banking.

## **Joint Account**

means an Account that you hold jointly with other people.

## **Know Your Customer or “KYC”**

refers to our regulatory requirement to know who all our customers are. We will ask you to provide KYC documentation (typically your passport, residency visa and other identification documentation) when you open an Account with us and may ask you to update it periodically throughout your relationship with us.

## **Laws**

means any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group.

## **Mobile Banking**

means means the HSBC mobile banking service provided to you through the Mobile Banking app. For more details on our Mobile Banking service, please visit our Website.

## **Mobile Banking app**

means the HSBC mobile banking app for iPhone®, iPad® and Android™ and lets you manage your Account from your mobile phone.

## **Oman**

means the Sultanate of Oman.

## **Overdraft**

refers to the situation where you have withdrawn monies from your Account that has taken the Account balance below zero. It is a short term way of borrowing money. A **“pre-authorised overdraft request”** is where you ask us for an Overdraft in advance before you authorize payments to be made from your Account. An **“exceptional overdraft”** is granted at our absolute discretion in order to avoid rejection of any particular transaction due to there being insufficient funds in your Account.

## **Overdraft Interest**

means interest that we charge you on overdraft balances.

## **Personal Data**

means any data relating to you, from which you can be identified, including, without limitation, sensitive personal data.

## **Personal Internet Banking**

means the HSBC Oman personal internet banking service we provide to you. You can register to use Personal Internet Banking by visiting our Website. Once registered, you can access Personal Internet Banking via our Mobile Banking app. There are separate terms and conditions for using Personal Internet Banking (including terms and conditions relating to Mobile Banking), which can be found on our Website when you log in to use Personal Internet Banking.

## **PIN**

means your personal identification number.

## **Rials**

means Omani Rials, the currency of Oman and “**OMR**” means the same thing when used in the General Terms. “**Foreign currency**” and “**non-Rial**” means any currency which is not Rials.

## **Savings Account**

means an Account designed for savings as opposed to transactions. For details about our Savings Accounts, please visit our Website. You may be eligible for a Savings Account depending on the eligibility criteria at the time.

## **Schedule of Services and Tariffs**

means our tariff sheet, as amended and renamed from time to time, that sets out all fees and charges applicable to your Account and our other products and services. It can be found on our Website.

## **Services**

means, without limitation, (a) the opening, maintaining and closing of your Accounts, (b) the provision of credit facilities and other banking products and services to you (including, for example, securities dealing, investment advisory, broker, agency, custodian, clearing or technology procuring services), processing applications, ancillary credit assessment and product eligibility assessment, and (c) the maintenance of our overall relationship with you.

## **Sole Account**

means an Account that you hold in your name only.

## **Standing Instruction**

means a payment instruction to make a regular payment.

## **Tax Authorities**

means Omani or foreign tax, revenue, fiscal or monetary authorities, in existence now and in the future and “**Tax Authority**” shall mean any one of these.

## **Tax Certification Forms**

means any forms or other documentation as may be issued or required by a Tax Authority or by us from time to time to confirm your tax status or the tax status of a Connected Person.

## **Tax Information**

means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the your tax status that HSBC considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any HSBC Group member's obligations to any Tax Authority. **"Tax Information"** includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data.

## **Telephone Banking**

means the HSBC telephone banking service provided to you through our Call Centres. For more details on our Telephone Banking service, please visit our Website.

## **Term Deposit Account**

means an Account into which you may make deposits for a fixed term. These are called **"Fixed Term Deposits"**. **"Term Deposit"** refers generally to a deposit made into a Term Deposit Account.

## **"We", "our" and "us"**

refer to HSBC Bank Oman S.A.O.G in Oman.

## **Website**

means our website in Oman (currently at [www.hsbc.co.om](http://www.hsbc.co.om)).

## **Working Day**

means Sunday to Thursday, excluding any day which the Central Bank of Oman declares is a bank holiday, unless otherwise stipulated.

## Addendum to the HSBC Personal Banking General Terms and Conditions (Oman) (the “New Terms”)

### **THIS ADDENDUM SHALL ONLY APPLY IF YOU OPENED YOUR PERSONAL BANKING ACCOUNT BEFORE 7 SEPTEMBER 2014**

If you opened your personal banking account with us before 7 September 2014, section 7 of the Terms relating to how we deal with your information shall not apply to you. The following provisions from the “**General Terms and Conditions**” for the Operation of Accounts and Electronic Banking Service” (the “Old Terms”), a copy of which you can find on our Website, will continue to apply to you. Any definitions in the Old Terms will also continue to apply to the extent they are required to give effect to the below.

#### **1. Operation of the Account**

*Notwithstanding the provisions of Article 70 of Royal Decree 114/2000 the Customer hereby authorises the Bank to respond, at its sole discretion, to any and all enquiries received from any other bankers (including, without limitation, bank references), concerning any and all accounts of the Customer and the Banking, without reference to the Customer. The Customer further authorises the Bank to disclose any information regarding the aforementioned accounts to other members of the HSBC Group.*

#### **2. HSBC Privacy Statements**

*To preserve the confidentiality of all information you provide to us, we have adopted the following privacy principles:*

- i. We only collect information that we believe to be relevant and required to understand you financial needs and to conduct our business.*
- ii. We use your information to provide you with better customer services and products.*
- iii. In terms of the provisions of Article 70 of Royal Decree 114/2000, we have your consent to pass your information to other HSBC Group companies or agents, as permitted by law.*
- iv. We will not disclose your information to any external organisation unless we have your consent or are required by law and have informed you.*
- v. We may be required from time to time to disclose your information to Governmental or judicial bodies or agencies or our regulators, but we will only do so under proper authority or where required by law.*
- vi. We aim to keep your information up-to-date.*



- vii. *We maintain strict security systems designed to prevent unauthorized access to your information by anyone, including our staff.*
- viii. *All Group companies, all our staff and all third parties with permitted access to your information are specifically required to observe our confidentiality obligations.*

*By maintaining our commitment to these principles, we at HSBC will ensure that we respect the inherent trust that you place in us.*

### **3. Third Party Processing and Sharing of Information**

- i. *In terms of the provisions of Article 70 of Royal Decree 114/2000, the Customer irrevocably agrees that the Bank may at its discretion and for any purpose (including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Customer or the Customer's transactions with any member or associate member of the HSBC Group of Companies.*
- ii. *The Customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the Customer to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Customer for any recoverable loss or damage incurred or suffered by the Customer as a result of the negligence, breach or default of any such third party, and will require that any such third party will be required to maintain the confidentiality of any such information to the same extent as the Bank.*
- iii. *Information about Customers may be processed offshore, in the United Kingdom or elsewhere.*