



**Today, convenience  
of your money when  
you need it**

## **Debit Card User Guide**

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# 1. HSBC Debit Card

## Face of the Debit Card

1. Debit card number: This is your exclusive 16-digit debit card number. Please quote this number in all communications/correspondence with the Bank.
2. Your name: Please check to see that your name has been correctly indent printed on the face of the Debit card.
3. Valid from - Expiry date (mm/yy): Please check the Month and the Year of expiry of the card. Your Debit card is valid until the last day of the month indicated.
4. VISA Electron/VISA logo and hologram: Any merchant establishment in the world displaying this logo will accept your Debit card.
5. Electronic usage sign: in the case of purchase transactions, the Debit card can only be used at merchant outlets with electronic point-of-sale swipe terminals.
6. Primary account number (PAN): This Debit card is linked to the primary bank account indicated by these numbers.



## Back

7. Magnetic strip: Important information pertaining to your Debit card is encoded here. Please protect your Debit card from any form of damage such as scratches or exposure to magnets and magnetic fields as these could damage the strip.
8. Signature panel: Please sign this panel immediately on receipt of your Debit card with a non-erasable ball point pen (preferably in black ink). The signature you use for the signing of charge slips at merchant outlets will have to be the same as the signature you placed on the signature panel.



9. Due to security reasons (or concerns) your new Personal Identification Number (PIN) will be mailed to you under a separate cover to the mailing address as given by you.

# Important information on the usage of your Debit Card

## Activation

You may activate your Debit card to make purchases by using the Debit card at any local HSBC ATM with your existing ATM PIN

You can also call our 24-hour Customer Service hotline 4 4722 22 in –order to activate your card.

## Usage guidelines

Your Debit card from HSBC is valid both in Sri Lanka and/or abroad and is extremely versatile and simple to use.

Note: If you have requested a locally valid Debit card. Please note that you can only use your Debit card at merchant outlets/ATM located only in Sri Lanka.

Your Debit card doubles up as an ATM card, thus saving you the need to carry a separate ATM card.

## Usage at merchant outlets

Using your Debit card for shopping at any of the 29 million\* VISA merchant outlets all over the world couldn't be easier. Please follow the simple steps given below.

1. Look for a VISA/VISA Electron sign at a merchant establishment. The merchant must have an electronic point-of-sale (POS) card swiping terminal.
2. Present your Debit card after making your purchase.
3. The Debit card will be swiped by the merchant for authorisation.
4. After a successful authorisation, the Bank would hold a similar sum in lieu of the transacted amount in your account. Your account shall be subsequently debited for the transacted amount.
5. A sales slip will be generated.
6. Check and sign the sales slip. Your signature must match that on the reverse of the Debit card or check and key in and enter your Debit card PIN if requested to do so by the merchant as indicated by the POS terminal.



Look for these signs



Buy what you want



Swipe Visa Debit Card



Sign the charge slip

PUBLIC

7. Ensure your Debit card is returned to you.

## Travel Notification

Please advise us in advance of your overseas travel plans to ensure that you are provided with maximum security for your Debit card while you are overseas. You may call our Customer Service hotline number on the reverse of your card or e-mail [personalbanking@hsbc.com.lk](mailto:personalbanking@hsbc.com.lk)

### **International usage**

Please note that your primary account statement indicates both domestic and international Debit card transactions. Each international transaction will show the amount in the transacted currency and the Rupee equivalent amount.



### 3. Useful tips on using your Debit card

Following these simple guidelines will ensure that using your Debit card from HSBC is a pleasant experience.

- Treat your Debit card in the same way you treat cash. Keep it with you at all times and never leave it unattended.
- Your Debit card is for your exclusive use. It should never be surrendered to anyone other than a designated Bank officer at the HSBC Branch and that too only after cutting it in to several pieces through the magnetic strip.
- Never reveal or surrender your personal identification number (PIN) to anyone. Please destroy all evidence of the PIN after memorizing it and never keep a written copy of it in close proximity to your Debit card. We also recommend that you change the PIN to a number of your choice as soon as possible and at regular intervals (at least once every three months thereafter).
- Unlike the ATM card, which is PIN based, the Debit card could be misused if lost or stolen. In the event you lose your Debit card, please immediately call the Customer Service hotline in order to block your card and arrange for a replacement.
- In case you need your Debit card re-issued or terminated, please send in your request in writing to the HSBC Branch where you have your account. Please cut your Debit card into several pieces through the magnetic strip.
- Always ensure that the Debit card is used in your presence when transacting at merchant establishments. Never sign an incomplete sale's slip.
- Do not attempt to use your Debit card at merchant establishments that do not possess electronic point-of-sale swipe terminals.
- Do not attempt to use your Debit card for making purchases via telephone/mail, on the internet or in any other "card not present" situation.
- Please promptly notify HSBC in writing of any changes to your telephone numbers or mailing address.

**HSBC aims to give you the highest level of service and keep you informed of products and services that may be of interest to you. If you require any assistance, please call over the customer**

### **3. Useful tips on using your Debit card**

**service hotline or write to your branch manager.**

## 4. Debit card terms and conditions

The terms and conditions for use of the Debit card issued on savings or current accounts held by individuals are as specified in this document and as amended by the Bank from time to time. The account holder(s) shall be deemed to have unconditionally agreed to and accepted these terms and conditions by signing the Debit card application form, or acknowledging receipt of the Debit card in writing, or by signing on the reverse of the Debit card, or by performing a transaction with the Debit card or after ten days have lapsed since the Debit card was dispatched to the address on record. The account holder(s) will also continue to remain bound by the terms and conditions of operation of their current/savings accounts with HSBC.

### 1. DEFINITIONS

‘HSBC/Bank’ means THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, a Banking Corporation duly incorporated in and under the laws of Hong Kong SAR and having its registered office at No. 1, Queen’s Road Central, Hong Kong and carrying on business in the Democratic Socialist Republic of Sri Lanka at its branch offices at No. 24, Sir Baron Jayatilaka Mawatha, Colombo 1 and elsewhere, in the said Republic (‘HSBC’ or ‘the Bank’ and includes its successors and assigns.)

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

“Debit card” means, as appropriate, the locally/internationally valid Debit card issued by HSBC to a cardholder.

“cardholder” refers to a person to whom a Debit card has been issued by HSBC on an account held with HSBC. The cardholder should be either the sole account holder or in case of joint accounts, the sole signatory or authorized to act alone.

“account holder” refers to the individual(s) who hold(s) an account with HSBC, whether in the sole capacity or as a joint holder.

“account(s)” refers to the savings or current accounts held by individuals and that have been designated by HSBC to be eligible for the valid operation of the Debit card.

“ATM” refers to automated teller machines. Reference to an automated teller machine in the terms and conditions include any similar machine (whether inside or outside the country in

which the card was issued) forming part of a network which may be operated through the use of the Debit card.

“statement” means a periodic statement of account/s sent by HSBC to an accountholder setting out the transactions (including Debit card transactions) carried out in the account during the given period and the balance in such account. It may also include any other information that HSBC may deem fit to include.

“transaction” means any permissible instruction given by a cardholder using the Debit card directly or indirectly, to HSBC to effect permissible actions in relation to the account (examples of transactions would be cash withdrawals, payments at points of sale, cash/cheque deposits etc.)

“merchant establishments” shall mean establishments where ever located which honour the Debit card and shall include amongst others: stores, shops, restaurants, airline organisations etc. advertised by HSBC or VISA International.

“primary account” shall mean, in case of multiple accounts linked to the Debit card, the account that has been designated as being the main/first account of operation i.e. the account from which purchase transactions, charges and fees related to the Debit card are debited.

“international transactions” refers to all transactions effected by the cardholder from HSBC outside of Sri Lanka.

“VISA” shall mean a mark owned by VISA international.

“VISA ATM network” shall mean ATMs that honour the Debit cards and that display the VISA or electron symbols.

Use of terms “you”, “your”, “him” or similar pronouns shall, where the context so admit, mean the accountholder or cardholder, as applicable. All references in the masculine gender will also include the feminine gender.

## **2. ISSUE OF DEBIT CARD**

- 2.1 The issue and use of the Debit card shall be subject to the regulations of the Central Bank of Sri Lanka (CBSL) and also HSBC’s terms and conditions, in force from time to time.
- 2.2 The Debit card and the related PIN will be issued in the name of the cardholder, who will be responsible to keep the said Debit card under his/her custody.
- 2.3 The cardholder shall be responsible for all transactions effected by the use of the Debit card, whether or not the transactions were/are authorised by the cardholder, and shall indemnify the Bank, its directors and employees for the loss or damage caused by any unauthorized use of the Debit card or related PIN including any penal action arising on account of violation of any provisions of the CBSL guidelines or of the Foreign Exchange Act and/or operating instructions and/or regulations made thereunder (“foreign exchange regulations”) or any other law, rules and regulations for the time being in force. In the case of joint accounts, all accountholders, jointly and severally, shall indemnify the Bank, as above, against all actions, losses, claims and consequences arising out of the usage of the Debit card, the safety of the PIN and the transaction/s effected using the Debit card. In the case of such joint accounts, all accountholders shall be deemed to be jointly and severally responsible and liable for all duties, responsibilities and liabilities cast upon the cardholder.

2.4 The account shall be debited with the amount of any withdrawal, transfer and/or any other transactions effected by use of the Debit card. The cardholder shall maintain sufficient funds in the account to meet any transactions. The cardholder shall not be entitled to overdraw the account with the Bank or withdraw funds by use of the Debit card in excess of the overdraft limit, if any, agreed with the Bank.

### **3. CARDHOLDER OBLIGATIONS AND CARD VALIDITY**

- 3.1 The cardholder must sign the Debit card immediately upon receipt. The cardholder must not permit any other person to use it and should safeguard the Debit card from misuse by retaining the Debit card under his/her personal control at all times.
- 3.2 The personal identification number (PIN) issued to the cardholder for use with the Debit card or any numbers chosen by the cardholder as a PIN, are for the use of the cardholder and are non transferable and strictly confidential. A written record of the PIN should not be kept in any form, place or manner that may facilitate its use by another party. The PIN should not be disclosed to any third party under any circumstances or by any means whether voluntary or otherwise
- 3.3 The Debit card is valid up to the last day of the month/year indicated. The cardholder undertakes to destroy the Debit card when it expires by cutting it into several pieces. The renewed Debit card shall be sent to the cardholder before the expiry of the Debit card at the discretion of HSBC, upon evaluation of the conduct of the account. HSBC reserves the sole right of renewing the Debit card on expiry.

### **4. ATM USAGE**

- 4.1 The Debit card is accepted at the HSBC Group ATMs and ATMs of other banks worldwide, which are members of the VISA ATM network.
- 4.2 The Bank may, at its discretion with notice to the cardholder, withdraw temporarily or terminate the ATM fund transfer facility and all fund transfer facilities for all types of transactions. The Bank also reserves the right to change the maximum per day limit for funds transfers, purchases and cash withdrawals through the ATM with due notice published on the official website of the Bank at [www.hsbc.lk](http://www.hsbc.lk).
- 4.3 Cash withdrawals performed by the cardholder at the HSBC Group/VISA ATMs in countries other than Sri Lanka will be subject to a cash withdrawal fee, as per the prevailing tariff of charges. Cash withdrawals at VISA ATMs in Sri Lanka will also be subject to a fee and will be debited to the account at the time of posting the cash withdrawals.

4.4 The availability of ATM service in a country, other than that in which the Debit card was issued, is governed by the local regulations in force in such other country. HSBC shall not be liable if these services are withdrawn without notice thereof.

## **5. MERCHANT ESTABLISHMENT USAGE**

5.1 The Debit card is for electronic use only and will be accepted only at merchant establishments which have an electronic point of sale swipe terminal. Any usage of the card for purchases at merchant establishments other than through an electronic point of sale swipe terminal will be deemed unauthorized and the cardholder shall be responsible for such transactions.

5.2 As a security feature, the Debit card issued will be initially inactive for use at merchant establishments. In order to activate the Debit card for transactions at merchant establishments, the cardholder will be required to call the HSBC customer service hotline.

5.3 Whenever the Debit card is used to make payments at merchant establishments, the cardholder must sign the sales slip and retain the cardholder copy. Copies of the sales slip may be furnished by HSBC at an additional charge. A sales slip with the signature of the cardholder together with the Debit card number noted thereon shall be conclusive evidence between HSBC and the cardholder as to the extent of liability incurred by the cardholder. HSBC shall not be required to ensure that the cardholder has received/availed the goods/service to his/her satisfaction. Any sales slip not personally signed by the cardholder but which can be proven as being authorised by the cardholder will also be deemed to be the cardholder's liability.

5.4 The Debit card is accepted at all electronic merchant establishments in Sri Lanka and overseas which display the VISA logo. HSBC does not accept any responsibility for any dealings the merchant establishment may have with the cardholder, including but not limited to the supply of goods and services. HSBC makes no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to cardholder. HSBC shall not be responsible if the service is in any way deficient or otherwise unsatisfactory. Should the cardholder have any complaint relating to any merchant establishment, the matter should be resolved with the merchant establishment, and failure to do so will not relieve the cardholder from any obligations to HSBC. HSBC may however try and assist the cardholder wherever possible. For this, the cardholder should inform HSBC of the complaint immediately along with any supporting documents.

5.5 Based on the evidence available to the Bank (provided by the cardholder or otherwise), if the Bank is of the opinion that the cardholder was grossly negligent or fraudulent in the handling



of the account or the Debit card (this includes protecting the Debit card, Account, or PIN and reporting the loss or unauthorized transactions) the cardholder's liability on the Debit card shall be increased for any unauthorized transactions effected on the Debit card. The cardholder agrees and accepts that the Bank shall not refund the cardholder for any disputed transactions, if the Bank determines that specific investigations are required, including those for specific transactions performed by the Debit card and/or performed at particular merchants, and if the history of the Account is unsatisfactory, or if the nature of the transaction justifies not refunding the cardholder.

5.6 The cardholder will be liable for all costs associated with the collection of dues, legal expenses (should it become necessary

to refer the matter to any agent), or where legal resources have been utilised in resolution of a dispute.

- 5.7 The cardholder shall be liable for any exchange loss that may result from any cancellation, reversal or refund of a transaction including refunds or reversals due to disputed Debit card transactions made in foreign currency.
- 5.8 HSBC accepts no responsibility for refusal of any merchant establishment to honour the Debit card.
- 5.9 HSBC accepts no responsibility for any surcharge levied by any merchant establishment and debited to the account with the transaction amount.
- 5.10 A purchase and a subsequent credit for cancellation of goods/services are two separate transactions. The refund will only be credited to the account (less cancellation charges) as and when it is received from the merchant establishment. If the credit is not posted to the account within 30 days from the day of refund, the cardholder should notify HSBC, along with a copy of the credit note from the merchant establishment.
- 5.11 In case of Debit cards linked to multiple accounts, transactions at merchant establishments will be effected by debit to the primary account. In case this account has insufficient funds to honour such transactions, HSBC will not honour the transactions even if the necessary funds are available cumulatively or severally in the other accounts linked to the Debit card.

## **6. INTERNATIONAL USAGE**

- 6.1 Use of the Debit card must be at all times in strict accordance with the provisions of the prevailing Foreign Exchange Act and the regulations made thereunder. In the event of any failure to comply with the same, the account holder(s) will be liable jointly and severally for action under the Foreign Exchange Act/ regulations and may be debarred from holding the Debit card issued by HSBC either at the instance of HSBC or the CBSL. The account holder(s) shall jointly and severally indemnify and hold harmless HSBC from and against any/all consequences arising from the account holder not complying with the provisions of the Foreign Exchange Act/ regulations.
- 6.2 Cash withdrawals performed in countries, other than that in which the Debit card was issued, will be subject to a cash withdrawal fee as may be notified from time to time by the Bank. The availability of the ATM services requested in a country, other than in which the Debit card was issued, shall be governed by the local regulations in force of such country. The Bank will not be liable if these services are withdrawn without notice thereof.
- 6.3 In particular the cardholder shall only use the Debit card

overseas and/or for transactions which are billed in foreign currency for personal expenses such as travel expenses, hotel charges, incidental expenses, medical expenses, educational expenses, insurance expenses relating to travel and health and purchase of goods for personal use. The Debit card shall not be used for

payments in respect of capital transactions and the purchase or import of goods in commercial quantities.

- 6.4 The cardholder shall not permit any other party to use the cardholder's Debit card to perform any transactions as aforesaid from Sri Lanka or overseas that involve the conversion of Sri Lankan rupees to a foreign currency.
- 6.5 The cardholder shall surrender the Debit card(s) to the Bank in the event the cardholder migrates, leaves Sri Lanka for employment overseas or is deemed 'non-resident' as per the definitions of the Foreign Exchange Act/regulations currently in force or in force at that time.
- 6.6 The Bank will comply with the reporting requirements of the director of the department of foreign exchange of the CBSL or any other regulatory authorities as stipulated from time to time.
- 6.7 HSBC shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any transaction, on account of the cardholder having exceeded the foreign exchange entitlements as prescribed by the CBSL, if any, from time to time, on HSBC becoming aware of such excess.
- 6.8 The cardholder undertakes not to use the Debit card to effect payment(s) for any illegal purchases i.e. purchases of items/services not permitted as per existing laws, rules and regulations. HSBC reserves the right to report to the CBSL any contravention of these requirements.

The cardholder shall not, including but not limited to, purchase, sell and use virtual currencies, crypto currencies, bitcoins or/and conduct forex trading, capital transactions and overseas money transfers using the Debit cards, issued by the Bank, in line with the laws, regulations and Bank's policies prevailing from time to time.

- 6.9 In accordance with the prevailing foreign exchange regulations a Debit card valid internationally cannot be issued to non-residents to access rupee accounts.
- 6.10 These terms and conditions will automatically stand amended if such amendments are necessitated by law, government regulations or instructions issued by the CBSL.
- 6.11 Notwithstanding any provisions in this agreement pertaining to termination or otherwise the Bank shall be entitled to on its own accord terminate this agreement forthwith and/or cancel and/or refuse to renew the Debit card(s) without notice to the cardholder(s) in the event the Bank has any reason whatsoever to believe that there has been any violation of

the provisions of the Foreign Exchange Act/regulations currently in force at that time.

## **7. FEES**

7.1 Annual fees for the Debit card will be debited to the primary account on issuance/renewal as per the prevailing tariff. These fees are not refundable.

7.2 Other Debit card related charges will be debited to the account, from time to time, as per the prevailing tariff.

7.3 The Bank reserves the right to revise the applicable tariff from time to time with notice to the cardholder. Details of all fees and charges applicable to the Debit card and its use are stated in the tariff available on the official website of the Bank at [www.hsbc.com.lk](http://www.hsbc.com.lk) and/or shall be made available to the cardholders upon request from any branch office of the Bank. Any changes and/or additions to the tariff shall be communicated to the Cardholders by way of a narrative in or enclosure with the statement.

7.4 All charges in foreign currency will be billed to the account in Sri Lankan rupees. The cardholder hereby authorises HSBC and VISA to convert the charges incurred in the foreign currency into the Sri Lankan rupee equivalent thereof at such rate as HSBC or VISA may from time to time designate.

7.5 All purchases of Petrol, Diesel, Gas and other supplies available from petrol stations in the Democratic Socialist Republic of Sri Lanka are subject to a handling fee, which shall be debited to the Debit card account at a rate to be determined by the Bank. The amount debited to the Debit card account may differ from the amount authorized on the sales draft.

## **8. DISCLOSURE OF INFORMATION**

8.1 When requested by HSBC, the cardholder shall provide any information, records or certificates relating to any matters that HSBC deems necessary for issuance of the Debit card, maintenance thereof, execution of transactions using the Debit card, renewal of the Debit card or any other purpose related to the Debit card. The cardholder authorises HSBC to verify the information furnished by whatever means or from whichever source deemed necessary. If such information/data is not provided or if incorrect information/data is provided, HSBC may at its discretion refuse renewal of the Debit card or terminate the Debit card forthwith.

8.2 HSBC reserves the right to disclose cardholder information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other governmental authority.

8.3 HSBC reserves the right to disclose, in strict confidence, to other institutions, such information concerning the account as

may be necessary or appropriate in connection to its may deem necessary for the performance of any obligations arising out of or in connection with the use or operation of the Debit card.

8.4 HSBC may assign any activities to any third party at its sole discretion and provide details of the account to such third party agencies/service providers, for the purpose of back office processing and other activities outsourced. In this connection, the accountholder(s) understands that the Bank needs to and so authorises the Bank to, process, share, store or transmit information about the accountholder, the account and/or the transaction(s), within the HSBC Group or with any institution or agent or third party service provider used by the Bank. The Bank undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and the Bank will endeavour to maintain the strict confidentiality of such information within the HSBC Group unless (a) otherwise required or permitted by any applicable law, regulation or request of any public or regulatory authority; or (b) disclosure is required for the purposes of preventing fraud; or (c) the Bank deems disclosure necessary to provide the Debit card facility. The accountholder(s) and the Bank shall comply with all applicable data protection laws. The accountholder(s) confirm(s) that all persons whose personal or other data is transmitted, processed or otherwise handled, have consented to such transmission, processing or other handling under these terms and conditions, in accordance with these laws, or will do so prior to any such transmission, processing or other handling. The accountholder further agrees to indemnify and hold the Bank, its directors and employees harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.

8.5 HSBC reserves the right to report to the CBSL, any foreign currency withdrawal s/payments effected using the Debit card.

## **9. LOST OR STOLEN CARD**

9.1 The loss or theft of the Debit card should be reported immediately upon discovery of such loss/theft by telephone to the Bank and in writing to the police (or, if overseas, to any member of VISA or MasterCard). But in any such case the telephone message shall be confirmed in writing forthwith signed under the hand of the cardholder or his duly authorised attorney. The cardholder shall be liable for all amounts debited to the account and pending Debit card transactions yet to be debited to the account as a result of the unauthorized use of the Debit card until confirmation of its loss or theft has been notified and later confirmed in writing to the Bank as aforesaid or a member of VISA or MasterCard. In the event the cardholder recovers the lost or stolen Debit card(s) the cardholder shall return the recovered Debit card(s) to the Bank immediately.

- 9.2 Liability of transactions at merchant establishments, effected on a lost Debit card after the loss is reported in writing in accordance with clause 9.1 of this section, will be zero provided it can be proven that reasonable care and diligence was undertaken in safekeeping the lost Debit card, the loss/theft promptly reported and that the cardholder acted in good faith (this feature hereinafter referred to as ‘Zero lost card liability’). However, no such ‘Zero lost card liability’ will be applicable on cash withdrawals done through ATMs, as such transactions require the use of a PIN, which is confidential to the cardholder.
- 9.3 The cardholder hereby indemnifies HSBC fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Debit card in the event that it is lost and not reported to HSBC in accordance with clause 9.1 of this section, or lost and misused before HSBC is informed in accordance with clause 9.1 of this section.
- 9.4 Provided the cardholder complies in all respects with the applicable terms and conditions, a replacement Debit card may be issued at the sole discretion of HSBC at the applicable fee. The Bank will debit the account with any cost incurred in issuing the replacement Debit card.
- 9.5 Should the cardholder subsequently recover the Debit card, it must not be used. The Debit card should be destroyed by cutting it into several pieces through the magnetic strip.

## **10. STATEMENTS AND RECORDS**

- 10.1 The records of Debit card transactions will be available on the statement. Such statements shall be mailed to the accountholder on a periodic basis to the mailing address on record as per the terms and conditions applicable to the account. HSBC’s record of transactions processed by the use of the Debit card shall be conclusive and binding for all purposes.
- 10.2 Promptly upon receipt of each statement and in any event no less than 20 (twenty) calendar days from the date on which the cardholder is deemed to have received that statement (“30 Day Review”), the cardholder agrees to examine and verify, each entry appearing on the statement(s), reconcile it with the cardholder’s own records and immediately notify the Bank in writing of any errors, omissions, irregularities, including any fraudulent or unauthorized transactions or any other objections the cardholder has to that statement (collectively, “Account Irregularities”). If the cardholder fails to notify the Bank within the 30 (thirty) Day Review, the balance shown on the statement of account(s) and all entries including account irregularities, will be deemed correct, complete, authorized and binding upon the cardholder and the Bank will be released from all liability for any transaction occurring up to the date of the most recent statement except for transactions the cardholder gave notice of in accordance with this section.

10.3 In addition to the consequences set out elsewhere, if the card holder fails to abide by its obligations under section 10.2 above, and if the cardholder's conduct or omission causes or contributes to a loss on its account (losses of any kind whatsoever, taxes, levies, fines, fees or penalties suffered and/or incurred by, or brought against the Bank), then the cardholder agrees that the Bank shall not have any responsibility to the cardholder with respect to such loss. The cardholder acknowledges that the failure to review statements in a timely manner as required pursuant to this agreement will be deemed to cause or contribute to the loss on the account to the extent of any loss occurring subsequent to the time that any error or omission would have been discovered if the statement or transaction records been reviewed in accordance with this agreement. The cardholder acknowledges that the Bank's maximum liability to the cardholder shall be limited to actual direct loss in the principal amount wrongfully or erroneously withdrawn from the cardholder's account due to the Bank's gross negligence or willful misconduct.

10.4 The Bank shall make bona fide and reasonable efforts to resolve an aggrieved accountholder's disagreement with a transaction indicated in the statement or as otherwise determined by the accountholder(s), within two months of receipt of notice of disagreement. If after such effort, HSBC determines that the transaction is a valid one, the same shall be communicated to the accountholder(s).

## **11. TERMINATION**

11.1 Subject to Clause 11.2 and the provisions governing Foreign Exchange Act/regulations the Bank may terminate this agreement and/or cancel or refuse to renew the Debit card by giving thirty (30) working days written notice to the last recorded address of the cardholder. Unless and until such termination takes place the Bank may provide a new Debit card ("Renewal Card") to the cardholder from time to time.

11.2 Subject to the termination provisions governing the Foreign Exchange Act/regulations and notwithstanding the provisions of Clause 11.1 above the Bank shall be entitled to terminate this agreement and cancel and/or refuse to renew the Debit card with immediate effect upon the occurrence of any of the following events ;

- (i) failure to comply with and/or breach of the terms and conditions of this agreement by the cardholder;
- (ii) an event of default or default under any agreement, arrangement or commitment (contingent or otherwise) entered into with the Bank by the cardholder;



- (iii) the cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature;
- (iv) demise of the cardholder;
- (v) closure of any account relationship with the Bank;

(vi) failure to maintain the minimum average balance in the account.

11.3 In the event that the accountholder decides to close the account with HSBC, the Debit card issued on such account would automatically stand cancelled. The cardholder must immediately cease to use the Debit card and destroy and return the Debit card linked to such account. In the case of any outstanding transactions, that have not yet been debited to the account, the same shall be netted off from the balance prior to HSBC returning the funds to the accountholder.

11.4 The Debit card shall be the property of the Bank and must be returned to the Bank immediately and unconditionally upon the Bank's request. The cardholder should ensure that the identity of the officer of the Bank is duly established before handing over the Debit card to such officer.

## **12. GENERAL**

12.1 The accountholder(s) will promptly notify HSBC in writing of any changes to the details of the accountholder(s) including but not limited to changes to the address, telephone numbers, personal details.

12.2 If more than one person signs or agrees, to be bound by these terms and conditions, the obligation of such persons hereunder will be joint and several and, as the context may require, words herein denoting the singular only will be deemed to include the plural. Any notice hereunder to anyone such person will be deemed effective notification to all such persons.

12.3 The Bank may contract a courier company as its representative to deliver Debit card(s) to the cardholder and additional cardholder(s). When the cardholder and the additional cardholder(s) receive the Debit card(s) he/she should acknowledge receipt immediately and produce proof of his/her identity. The Bank or its representative may at its discretion hand over the Debit card to a third party determined by the Bank or its representative to be the representative of the cardholder at the address specified by the cardholder specifically for the purpose of delivering of the Debit card. The cardholder shall be liable for all withdrawals made with the Debit card from the time the Debit card is so delivered. The cardholder at his/her discretion may authorise a third party in writing to collect the Debit card(s) at a branch of the Bank and

accept receipt on his/her behalf. The cardholder shall be liable for all withdrawals made using the Debit card from the time the Debit card is accepted by the cardholder or the person authorised on his/her behalf.

12.4 The Debit card is issued solely to the cardholder(s) and it cannot be transferred, pledged as security in any manner whatsoever.

12.5 The Debit card entitles the cardholder to perform all ATM transactions and transactions with merchant establishments under existing or future services which the Bank may from time to time make available subject to any applicable terms and conditions as advised.

12.6 All replacements and renewals of the Debit card shall be subject to the terms and conditions which are in force at any relevant time.

12.7 The cardholder(s) should only keep one Debit card in the cardholder's possession and authorise the Bank to cancel the existing cards(s) when replacement Debit card(s) are issued.

12.8 The cardholder(s) shall note that the validity of the Debit card expires if not used for a period of **over four years**. Only withdrawals, transfers, and transactions at merchant outlets are considered as transactions.

12.9 When using ATMs installed by other banks forming a part of a network which may be operated through the use of the Debit card, all transactions charged for by other banks will be considered as transactions.

12.10 All rules and regulations governing the operation of current account and savings accounts will be applicable to transactions performed on such accounts using the Debit card.

12.11 The Bank reserves the right to add, to delete and/or vary any of these terms and conditions and such changed terms and conditions will be displayed on the official website of the Bank at [www.hsbc.lk](http://www.hsbc.lk) and/or shall be made available to the cardholders upon request from any branch office of the Bank. Use of the Debit card after the date upon which any change to these terms and conditions is to have effect (as specified in the Bank's notice), will constitute acceptance without reservation by the cardholder of such change. If the cardholder does not accept any such change, the Debit card must be returned to the Bank prior to the date upon which such change comes into effect.

12.12 Any notice hereunder sent by post will be deemed to have been received by the cardholder(s) within 7 days from the date of posting of the notification to the address last given to the Bank in writing. The Bank may also resort electronic and/or digital means of giving notices depending on the circumstances at the discretion of the Bank.

12.13 If a cardholder, by using the Debit card, draws an amount in

excess of the balance available or overdraft limit permitted by HSBC, the cardholder shall pay HSBC promptly and unconditionally, the entire amount overdrawn with interest and penalties, if any, at a rate to be decided by HSBC. However this should not be construed as an agreement, either expressed or implied that HSBC is bound to grant any overdraft facility whatsoever.

12.14 The Bank shall not be liable for any failure to provide any service or to perform any obligation thereunder where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Debit card, temporary insufficiency of funds, any dispute or other circumstances beyond its control.

12.15 Where the Bank knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one or more of the accounts or in connection with the use of Debit card, the Bank may, in its absolute discretion and without any liability, decline authorisation for any transaction and in that event, the Bank will, to the extent possible, inform the cardholder as soon as possible.

12.16 HSBC shall not be liable for any loss or damage, including any consequential or indirect loss or damage, arising from or related to the issue/use/loss of the Debit card and related PIN, howsoever caused.

12.17 In addition to these terms and conditions, the usage of the Debit card shall also be subject to VISA guidelines.

12.18 cardholder/s cannot set up standing instructions at merchant outlets via Debit cards.

12.19 (a) The cardholder authorises the Bank to rely upon and act in accordance with any notice, instruction, demand or other communication which may from time to time be, or purport to be given, by telephone, short message services (“SMS”), personal internet banking services (“PIB”) by the cardholder or on his/her behalf (in this Clause referred to as the “instructions”), without any enquiry on the Bank's part, as to the authority or identity of the person giving or purporting to give the instructions and regardless of the circumstances prevailing at the time of receipt of the instructions. The Bank may use telephone, facsimile, SMS or PIB or email to communicate with the cardholder. The cardholder shall accept the Bank's ruling on the time/date of receipt of instruction as final.

(b) The Bank shall be entitled to treat the instructions as fully authorised by and binding upon the cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the instructions as the Bank may consider appropriate, whether the instructions are to pay money or otherwise to debit or credit any account or relate to the disposition of any money or documents or purport to bind the cardholder to any agreement or other arrangement with the Bank or with any other person or to commit

the cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the instructions.

(c) In consideration of the Bank acting in accordance with the terms of this authorisation and indemnity the cardholder hereby irrevocably undertakes to indemnify the Bank and to keep the Bank, its directors and employees indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatsoever nature and howsoever arising out of or in connection with the instructions.

(d) The terms of this authorisation and indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the cardholder save that such termination shall not release the cardholder from any liability incurred under the authorisation given by him as aforesaid and indemnity in respect of any act performed in accordance with the terms of this agreement

(e) The issue and use of the Debit card shall be subject to extant laws, rules and regulations, VISA guidelines and HSBC's terms and conditions, as may be in force from time to time. All authorisations and powers conferred on the Bank are irrevocable.

12.20 The Bank reserves the right to decline any transaction, if the Bank deems fit to do so, notwithstanding the fact that there may be credit in the account(s).

12.21 Any dispute(s) arising due to transaction(s) performed at ATMs/ Phonebanking/ Personal Internet Banking by cardholder(s) shall be investigated by the Bank and unless proven otherwise to the satisfaction of the Bank, the liability on any transaction(s) performed at any of the mentioned methods shall remain with the cardholder.

### **13. GOVERNING LAW**

These terms and conditions shall be construed in accordance with and governed by the laws of Sri Lanka. All disputes are subject to the exclusive jurisdiction of the courts of Sri Lanka, irrespective of whether any other court may have concurrent jurisdiction in the matter.

### **14 TRANSACTION DISPUTE RESOLUTION PROCESS**

The Cardholder(s) shall have the right to communicate any concern with regards to any transaction appearing on the statement by the following options:

Contact our HSBC hotline on:

Premier [+94 11 447 2272](tel:+94114472272)

General [+94 11 447 2200](tel:+94114472200)

Submit the completed the Debit card dispute form available at <https://www.hsbc.lk/credit-cards/useful-links/#dispute>

Send us a message via Personal Internet Banking

Submit your dispute request to the nearest branch

Email us on [creditcards@hsbc.com.lk](mailto:creditcards@hsbc.com.lk)

The cardholder is expected to use any one of the above mentioned modes and contact the Bank in the event of any unauthorized transaction alerts noted and consent to block the Debit card to avoid any further transactions.

In the event you are not entirely satisfied in the manner in which you have been served, or if our products do not meet your expectations, please contact us at your earliest using one of the following options:

Postal address: Manager Customer Experience and Relations, HSBC, No 24, Sir Baron Jayathilake Mawatha, Colombo 1

For Premier Inquiries

Email : [premiercustomersolutions@hsbc.com.lk](mailto:premiercustomersolutions@hsbc.com.lk)

Hotline: +94 114472272

For Personal Banking Inquiries

Email : [customersolutions@hsbc.com.lk](mailto:customersolutions@hsbc.com.lk)

Hotline: +94 114472200

For Credit Card Inquiries

Email : [creditcards@hsbc.com.lk](mailto:creditcards@hsbc.com.lk)

Hotline: +94 114472200

For further assistance, please refer <https://www.hsbc.lk/help/>

While we prefer to always resolve any concerns raised with us to your complete satisfaction, you can also write to the office of the Financial Ombudsman and request redress, Contact details of the Ombudsman are:

- The Office of the Financial Ombudsman - Sri Lanka, 143 A, Vajira Road, Colombo 5
- Tel: +94 11 2 595 624; +94 11 2 595 625
- Fax: +94 112 595 624
- E-mail: [info@financialombudsman.lk](mailto:info@financialombudsman.lk)
- Web: [www.financialombudsman.lk](http://www.financialombudsman.lk)

Please visit our website [www.hsbc.lk](http://www.hsbc.lk) for the further information. The

Sinhala and Tamil translations of these Terms and Conditions are available on the website of the Bank ([www.hsbc.lk](http://www.hsbc.lk)) and also in printed form at all offices and/or branch offices of the Bank.

I/We hereby confirm and agree that in the event of any discrepancy in the English, Sinhala and Tamil versions of these terms and conditions, the English version shall prevail.

CARDS/2013/035A