

Terms and Conditions

In consideration of The Hongkong and Shanghai Banking Corporation Limited ("the Bank") issuing to me/us a HSBC ATM Card ("the Card"), I/we hereby agree to be bound by the following Terms and Conditions:

1. The Card shall at all times remain the property of the Bank and I/we shall surrender the Card to the Bank immediately upon request. I/We acknowledge that the Bank may also withdraw the Card and/or any of the services thereby offered at any time without prior notice.
2. I/We understand that the Card is issued solely for my/our use and is not transferable and cannot be pledged or charged as security in any manner whatsoever.
3. The Card entitles me/us to perform all Automated Teller Machine transactions under existing or future services which the Bank may from time to time make available subject to any applicable Terms and Conditions as advised to me/us.
4. The Personal Identification Number issued to me/us for use with the Card and any number(s) substituted by me/us for that purpose ("PIN") are strictly confidential. PIN should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. I/We shall not keep any written record of PIN in any place or manner which may enable a third party to use the card.
5. I/We shall at all times remain liable for any transaction made by the use of the Card and shall indemnify the Bank for all loss/damage howsoever caused by any unauthorised use of the Card or related PIN.
6. Without prejudice to the provisions of Clause 5: I/We will exercise every possible care to prevent the Card and details of the related PIN being lost or stolen and shall notify the Bank immediately and confirm in writing any loss or theft. The Bank cannot be held responsible in case a lost or stolen card is used prior to receipt of written notice of loss.
7. The Bank's record of transactions processed by the use of the Card shall be conclusive and binding for all purposes.
8. The Bank shall debit my/our account with the amount of any withdrawal/transfer effected in currencies other than the domestic currency of issuance after conversion into the domestic currency of issuance at a prevailing exchange rate as determined by the Bank on the day of conversion.
9. The Bank may debit my/our account with such charges as the Bank may from time to time consider reasonable in respect of the Card (including without limitation the issue and replacement thereof) provided that prior notice of such charges is given to me/us.
10. Cash withdrawals performed in countries other than that in which the Card was issued will be subject to a cash withdrawal fee as may be announced from time to time by the Bank. The availability of the ATM services requested in a country other than that in which the Card was issued is governed by the local regulations of the country in force. The Bank will not be liable if these services are withdrawn without notice thereof. The Bank shall, further, not be liable if these services (in the other countries) do not work or do not work satisfactorily.
11. I/We shall not be entitled to overdraw my/our account with the Bank or to withdraw/transfer funds by use of the Card in excess of any overdraft limit agreed with the Bank.
12. The Bank shall not be responsible for any loss or damage arising directly or indirectly as a result of any malfunction/failure of the Card or Automated Teller Machine, the temporary insufficiency of funds in such machines or otherwise howsoever. The bank will not be liable for any consequential loss of indirect damage arising from or related to the use of the Card.
13. Any cash or cheque deposited by use of the Card shall only be credited to my/our account after verification by the Bank which shall be conclusive and binding for all purposes and any such cash deposit shall only be regarded as having been received by the Bank upon its being credited to my/our account.
14. Any cheque(s) deposited shall be accepted for collection only and the proceeds shall not be available to me/us until the cheque(s) has/have been cleared, the proceeds paid to the Bank by the paying bank and credited to my/our account.
15. All replacements and renewals of the Card shall only be subject to the Terms and Conditions which are in force at any relevant time.
16. I/We authorise the Bank to disclose to such persons as the Bank thinks appropriate such information concerning me/us and my/our account with the Bank as the Bank deems necessary or desirable in connection with the provision of services and the enforcement of any rights and/or performance of any obligations arising out of or in connection with the use or operation of the Card.
17. Without prejudice to Clause 1 above, the Bank shall be entitled to the immediate return of the Card in the event of:
 - (a) closure of my/our account (b) my/our death.
18. If and when I/We shall make use of the Mail Deposit Facility for giving any communication to the Bank the records of the Bank shall be conclusive evidence as regards the nature of such communications and the time at which they were received by the Bank. Any ambiguities in the written instructions deposited shall be totally my/our responsibility.
19. If the account holder comprises of more than one person:
 - (a) each of them shall be bound by these General Terms and Conditions and such other terms and conditions governing the account even though (i) any other person or any person intended to be bound hereby is not or (ii) these Terms and Conditions may be invalid or unenforceable against any one or more of such persons by reason of fraud, forgery or otherwise (whether or not the deficiency is known to the Bank);
 - (b) the Bank shall be entitled to deal separately with any one of them on any matter including (i) the variation or discharge of any liability to any extent or (ii) the granting of time or other indulgence to or making other arrangements with any such person without prejudicing or affecting the Bank's rights, powers and remedies against any other such persons.;
 - (c) where any one of them is authorised to operate the account singly, the Bank is authorised to comply with the instructions or directions of any one of such persons in relation to the account, including, without limitation, instructions to close the account unless otherwise agreed with or stipulated by the Bank. Acceptance of any terms and conditions of any services rendered by the Bank in respect of the account by any one of such persons will be deemed accepted by each and all of them and accordingly, such terms and conditions will be binding on each and all of such account holders.
20. Where an account has been inactive for a period of time as decided by the Bank (please refer to the Bank for the applicable periods in respect of the different account types), the Bank may restrict or impose conditions for accessing the account.
21. In these Terms and Conditions references to an Automated Teller Machine 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 Card.
22. The Bank reserves the right to vary any of these Terms and Conditions upon notice to me/us. Use of the 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 me/us of such change provided that I/we shall have been notified thereof before such use I/We understand and agree that if I/We do not accept any proposed change, I/we shall return the Card to the Bank prior to the date upon which such change shall have effect.
23. Any notice hereunder sent by post will be deemed to have been received by me/us within 7 days of posting to the address last notified in writing to the Bank by me/us. Publication of announcement by such means as the Bank may consider appropriate will constitute effective notice to me/us.
24. These Terms and Conditions shall be governed by and construed in accordance with the laws for the time being in force in the country in which the card was issued.