



## Phone Banking Services Terms and Conditions

### 1. Interpretation

- 1.1. In these terms and conditions, unless the context otherwise requires, the following terms shall have the meanings as ascribed to them:
- a) "**Account**" means any account which the Customer has or may establish with the Bank and for which approval has been granted by the Bank to conduct Transactions on the Account using Phone Banking Services;
  - b) "**ATM Card**" means the ATM card issued by the Bank;
  - c) "**Bank**" means HSBC Bank (Singapore) Limited;
  - d) "**Customer**" means a natural person who has applied for the use of Phone Banking Services and whose application has been approved by the Bank;
  - e) "**Debit Card**" means the debit card issued by the Bank;
  - f) "**Joint-Alternate Instructions**" means instructions to the Bank that a joint account is to be operated by either of the joint account holders;
  - g) "**Personal Identification Number**" or "**PIN**" means the number set up by the Customer and accepted by the Bank through the Bank's prescribed procedures through the Phone Banking Service to enable him to gain access to and conduct Transactions using Phone Banking Services and to obtain other banking services and information provided by the Bank from time to time;
  - h) "**Phone Banking Services**" means the services provided by the Bank for the conduct of Transactions which include (1) Transactions which may be conducted during Phone Banking hours with the assistance of a staff of the Bank upon instructions of the Customer via the telephone; (2) Transactions which may be conducted at all hours using the automated service via the telephone by Customers without the assistance of a staff of the Bank; and (3) such other Transactions which the Bank may make available from time to time;
  - i) "**Transaction**" means any dealing on the Customer's Account as well as the utilisation and obtaining of other banking services and information which the Bank may arrange from time to time upon such terms as the Bank may impose;
- 1.2. Words importing the singular number shall include the plural number and vice versa. Words importing any gender shall include any other gender.
- 1.3. The headings to the clauses of these terms and conditions are for convenient reference only and shall not be used for the construction or interpretation of the clauses or the terms and conditions as a whole.

### 2. Terms and Conditions

- 2.1. In consideration of the Bank agreeing at the request of the Customer to provide the Customer with the use of Phone Banking Services, the Customer agrees to use Phone Banking Services in accordance with these terms and conditions.

### 3. Joint Accounts

- 3.1. The Customer shall be liable and be bound by these terms and conditions both jointly and severally when the Accounts are opened in joint names.

## **4. Phone Banking PIN**

- 4.1. The PIN shall be set up through the Bank's prescribed procedures through Phone Banking Services and failure to follow such procedures may result in the Customer being unable to access fully or in part the Phone Banking Services.
- 4.2. The Bank is authorised to act on any telephone instruction, which the Bank, in its discretion, believes emanate from the Customer by the use of the PIN and the Bank shall not be liable for acting in good faith from the telephone instructions, which emanate from unauthorised individuals and the Bank shall not be under any duty to verify the identity of the persons giving telephone instructions purportedly in the name of the Customer.
- 4.3. The Bank shall not be liable for any loss, damage or expense incurred by the Customer howsoever caused if the PIN should be made known to and/or used by unauthorised persons.
- 4.4. The Customer shall be under an absolute duty to maintain the secrecy of the PIN and to notify the Bank via telephone immediately followed by confirmation in writing if the PIN is lost or may become known to any other person.
- 4.5. Upon receipt by the Bank of such telephone notification the Bank shall be entitled to suspend and/or terminate Phone Banking Services and/or to cancel the PIN. The Customer may be required to set up a fresh PIN at the Bank's discretion.
- 4.6. The Customer shall be liable for all Transactions effected until the PIN has actually been cancelled by the Bank.

## **5. Services**

- 5.1. The Customer may use Phone Banking Services to:
  - a) stop payment on cheques and the Customer agrees with the Bank that any such request submitted after banking hours may not be effected until the next banking day;
  - b) report loss of the Customer's ATM Card, Debit Card and/or credit card (including any personal identification number therefore) or any other documents (including without limitation demand drafts and cashier's orders) the loss of which is permitted by the Bank to be reported in the manner described herein and the Customer shall be liable for all Transactions effected until use of the aforesaid documents is suspended or cancelled by the Bank;
  - c) request for a cash refund or for crediting of the Customer's account with the proceeds of a demand draft or cashier's order the original of which is or has been reported by the Customer to be mislaid, lost, stolen or destroyed, which request will be acceded to by the Bank at its discretion and subject to the Customer signing and returning to the Bank its standard letter of indemnity;
  - d) make payments or transfer;
  - e) conduct Transactions on the Customer's Account(s);
  - f) apply for telegraphic transfer (for Premier and Jade customers only); and
  - g) perform such other Transactions and obtain such other banking services and information as the Bank may arrange from time to time and upon such terms as the Bank may impose.
- 5.2. Notwithstanding any other provision hereunder and in particular Clause 5.1, the services currently available under Phone Banking Services and the operating hours thereof will be made known to Customers via the Bank's promotional materials.
- 5.3. The Customer agrees to comply with the processing cut-off time of any Transaction conducted via Phone Banking Services as may be prescribed by the Bank and subject to change at the discretion of the Bank from time to time without notice to the Customer.

## **6. Obligations of Customer**

- 6.1. Sufficient Funds: The Customer shall ensure that there are sufficient funds or prearranged credit facilities in the Customer's Account when giving the telephone or other instructions and the Bank shall not be liable for any consequences arising out of the Bank's failure to carry out such instructions due to inadequacy of funds and/or credit facilities provided always that if the Bank shall at its discretion decide to carry out the instructions notwithstanding such inadequacy the Bank may do so without seeking prior approval from or notice to the Customer shall be responsible for the resulting overdraft, advance or credit thereby created.
- 6.2. Exchange Rate: Any exchange rate or interest rate quoted by the Bank in response to a telephone instruction is for reference only and shall not be binding on the Bank unless subsequently confirmed by the Bank for the purpose of a Transaction. Such confirmed exchange rate or interest rate shall be binding on the Customer notwithstanding that a different exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.
- 6.3. Overdrawing: If as a result of Transaction conducted using Phone Banking Services, the Customer's Account is overdrawn, the Customer shall forthwith pay on demand to the Bank all such sums withdrawn in excess of available funds together with interest at the prevailing rate which the Bank charges on such overdrawn amounts. If payments are effected to third parties after closure of a Customer's Account all sums so paid shall be a debt due from the Customer to the Bank and repayable forthwith.
- 6.4. Pre-Set Limits: The Customer agrees to comply with the limit of any Transaction conducted via Phone Banking Services as may be prescribed by the Bank and subject to change at the discretion of the Bank from time to time without notice to the Customer. The Customer shall indemnify and shall keep the Bank fully indemnified against all losses, damages, fees, costs, charges and expenses (including legal costs on a full indemnity basis) which the Bank may sustain or incur as a result of permitting, at its discretion, Transactions above the Bank's preset limits to be effected at the Customer's request/instruction herein.

## **7. Phone Recording**

- 7.1. The Bank is authorised to record all instructions from the Customer including conversations made during the use of Phone Banking Services and such record of Phone Banking Services Transactions shall be final and conclusive and be binding on the Customer for all purposes.

## **8. Transaction Alerts**

- 8.1. The Bank will send to the Customer a transaction alert for each Transaction conducted using Phone Banking Services which is above the threshold amount as prescribed by or otherwise agreed to by the Bank and for each set up or change in PIN as accepted by the Bank. Such transaction alert will be sent by short message service (SMS) to the Customer's last known contact number as provided to the Bank and shall be deemed to be sent on the date of transmission notwithstanding the fact that the same may not be actually received by the Customer. The Bank shall not be liable in any way whatsoever to the Customer or any other party for any loss or damage in the event that such transaction alert is received by a third party.
- 8.2. Details of Transactions conducted using Phone Banking Services will be reflected in the Statements of Account of the respective accounts linked to Phone Banking Services.

## **9. Instructions Binding**



- 9.1. The Customer shall abide and be bound by the instructions given by the Bank during the use of Phone Banking Services. The Customer shall have no claim, recourse or remedy against the Bank of any loss, damage and expense incurred by the Customer arising from any non-compliance by the Customer with such instructions.
- 9.2. Without prejudice to any other provision hereunder, the Bank may in its discretion require the Customer to undergo a verbal quiz to authenticate his identity (regardless whether the Customer is able to furnish his PIN or not).

## **10. Liability of Customer**

- 10.1. Without prejudice to the other clauses of these terms and conditions and in particular Clause 4.4, the Customer shall be liable for all Transactions and/or the use of the PIN with or without the Customer's knowledge or consent for whatsoever purpose.
- 10.2. The Customer waives all rights and remedies against the Bank in respect of any loss arising from unauthorized use of the Phone Banking Services and/or the PIN. The Bank is authorised to act on any telephone instruction which the Bank at its discretion believes emanated from the Customer by the use of the PIN and the Bank shall not be under any duty to verify the identity of persons giving telephone instructions purportedly in the name of the Customer.
- 10.3. Without prejudice to the foregoing, the Bank may treat all apparently valid instructions as instructions properly authorised, even if made fraudulently and even if they conflict with the terms of any other instruction or mandate given by the Customer. The Bank shall be under no obligation to check the authenticity of such instructions or the authority of the persons giving them.

## **11. Duty to Cooperate**

- 11.1. The Customer shall be under a duty to cooperate fully with the Bank in the event of any investigation or litigation relating to Phone Banking Services.

## **12. Non-Revocation**

- 12.1. The Customer shall not be entitled to revoke the instructions given to the Bank after the same have been

## **13. Termination by Customer**

- 13.1. The Customer may request to terminate the use of Phone Banking Services by notifying the Bank in writing and the Customer shall be liable for all Transactions until the Bank has terminated the use of Phone Banking Services.

## **14. Fees**

- 14.1. The Bank shall be entitled to levy charges, fees, expenses, tariffs and such other amounts at such rates to be determined by the Bank from time to time for the Customer's use of Phone Banking Services. Details of all current charges, fees, expenses, tariffs and such other amount levied by the Bank are available at the branches of the Bank or at the Bank's official website.
- 14.2. The Bank shall be entitled to debit the Customer's Account or any other account which the Customer maintains with the Bank for all such charges, fees, expenses, tariffs and such other amounts levied by the Bank.

## **15. Non-Waiver**



15.1. No act, delay or omission by the Bank shall operate as a waiver or foregoing of all or any of its rights and powers hereunder save only by express undertaking to do so in writing.

## **16. Default by Customer**

16.1. In the event of the Customer failing to perform or being in breach of these terms and conditions herein, or in the event of his death or insolvency or the committing of an act of bankruptcy, all charges and expenses payable to the Bank shall become due and payable forthwith and the Bank shall be entitled to debit the Customer's Account or any other account which the Customer maintains with the Bank or any other operating unit of HSBC Bank (Singapore) Limited with the charges and expenses forthwith.

## **17. Termination by Bank**

17.1. The Bank shall be entitled to suspend or terminate Phone Banking Services and to vary the services available through the use of Phone Banking Services or the operating hours of any such service at any time at its sole and absolute discretion without assigning any reason and without prejudice to any of its rights of action for any antecedent breach of these terms and conditions by the Customer.

## **18. Amendment**

18.1. The Bank reserves the right to add, delete or vary the scope of Phone Banking Services and any of the terms and conditions herein from time to time as the Bank in its absolute discretion thinks fit.

## **19. Liability of Bank**

19.1. The Customer shall not hold the Bank responsible or liable for any loss or damage which the Customer may incur or suffer directly or indirectly arising out of or in connection with Phone Banking Services due to any reason whatsoever including but not limited to the inaccuracy of any information provided over the telephone, the negligence of the Bank, its employees, servants or agents, breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank or as a result of the Bank's compliance or non-compliance with any instructions made by the use of the Customer's PIN whether or not authorised by the Customer.

## **20. Application of General Terms and Conditions**

20.1. Unless otherwise specified, the general terms and conditions governing the operation of the Customer's account(s) with the Bank shall apply to Phone Banking Services and in the event of any inconsistency between such general terms and conditions and the terms and conditions herein, the latter shall prevail.

## **21. Indemnity**

21.1. The Customer shall indemnify and shall keep the Bank fully indemnified against all losses, damages, fees, costs, charges and expenses (including legal costs on a full indemnity basis) which the Bank may sustain or incur and which shall have arisen either directly or indirectly out of or in connection with:

- a) any use or purported use whatsoever of Phone Banking Services and/or the PIN by the Customer or other person;
- b) any breach of or non-compliance with the terms and conditions herein by the Customer;
- c) any negligent act or omission of the Customer;



- d) the Bank accepting instructions from the Customer using Phone Banking Services and acting or failing to act thereon unless due to the wilful default of the Bank; or
- e) the enforcement by the Bank of its rights hereunder by any means; and such indemnity shall continue notwithstanding the termination of Phone Banking Services.

21.2. The Bank shall be entitled to debit the Customer's Account for all such losses, damages, fees, costs, charges and expenses incurred by the Bank.

## **22. Applicable law**

22.1. These terms and conditions shall be governed by and constructed in accordance with the laws of the Republic of Singapore.