

# Basic Bank Account Terms & Conditions

The use of the Basic Bank Account is governed at all times by (i) these Basic Bank Account Terms and Conditions, (ii) the General Terms and Conditions – Accounts (the “General Terms”), and (iii) all other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges together hereinafter referred to as the “Terms”.

If any Basic Bank Account Terms and Conditions are in conflict with any of the other Terms governing the use of the Basic Bank Account, then the Basic Bank Account Terms and Conditions shall apply.

The terms used in these Basic Bank Account Terms and Conditions shall bear the same meaning assigned to them in the General Terms, unless defined herein or the context otherwise requires.

### 1. Account holders who are resident in Malta must provide a valid Tax Identification Number (TIN).

### 2. Eligibility criteria

In order to be eligible for a Basic Bank Account with HSBC Bank Malta p.l.c., you need to be:

- classified as a consumer in terms of the Credit Institutions and Financial Institutions (Payment Accounts) Regulations, 2016 (Legal Notice 411 of 2016 amended by Legal Notice 324 of 2018);
- legally resident in a Member State of the European Union;
- not holding a payment account with any other credit institution operating within Malta;
- able to demonstrate to the satisfaction of the Bank that you have a genuine interest in opening and holding a payment account in Malta;
- able to satisfy in full the Bank’s documentary requirements.

You may only be eligible to one Basic Bank Account with either HSBC Bank Malta p.l.c or any other credit institution operating within Malta.

### 3. Account Currency

Your Basic Bank Account will be denominated in Euro.

### 4. Authority to operate account

Only the person in whose name the Basic Bank Account is opened can operate the account.

### 5. Account Termination

We reserve the right to terminate your Basic Bank Account without any prior notification if:

- You deliberately use the payment account for illegal purposes;
- You are no longer legally resident in any EU Member State;
- We shall have the option to close your account if it has a nil balance for more than 24 consecutive months. However we will give you two months’ written notice of this before we close the account;

- You provided incorrect information when applying for the Basic Bank Account, and had the correct information been provided, the application would have been refused;
- You subsequently opened a second payment account in Malta;
- We consider that your conduct is equivalent to an offence under any applicable and enforceable provisions as laid out in Maltese Law;
- You do not provide us with all the requested documentation in respect of due diligence;
- The account is used for business purposes.

### 6. Associated Fees

Full details may be viewed in the official General Tariff document.

We reserve the right to vary these charges, the method of calculation/application thereof and exemptions granted at our sole discretion.

### 7. Uncleared Effects

Cheques deposited into the Basic Bank Account are sent for payment to the bank/branch on which they are drawn. Until such time that these cheques are honoured, they are treated as *uncleared effects* even if deposited in the branch where the drawer’s account is domiciled. No withdrawals may be made against such *uncleared effects* unless specifically authorised by the branch management. Deposited cheques, which are subsequently returned unpaid, will be debited to the account and returned to the account holder to take the necessary action. We reserve the right to levy a charge when an immediate withdrawal from the account is effected following a deposit of *uncleared effects*. This charge can be viewed on our public website [www.hsbc.com.mt](http://www.hsbc.com.mt)

### 8. Withdrawals and other Transactions

- 8.1 Withdrawals of any amount, subject to funds being available on the Basic Bank Account, may be undertaken at any of our branches that provide cash withdrawal services. However, withdrawals from branches other than that at which the Basic Bank Account is domiciled are subject to branch management discretion.
- 8.2. The account holder may not withdraw more funds than the amount of cleared funds available in the account.
- 8.3. Certain transactions are subject to specific terms and conditions, copies of which are available upon request.

### 9. Deposit of Local Cheques

We treat other local bank cheques as being cleared for interest calculation purposes two (2) working days after they have been deposited into an account (e.g. on Wednesday if paid in on a Monday). If you withdraw money which is not cleared for interest calculation purposes, you may be charged interest even though your account shows a credit balance.

## 10. Overrunning

Overrunning refers to the circumstance when you exceed the available credit balance on your account without our express consent. We have the right not to honour payments which may cause an account to be overrun without our prior express agreement. Unless specifically agreed by the branch management you should not withdraw, transfer, or make payments for, an amount which is not available in the account. We reserve the right to withdraw any debit card if an overrunning position is not corrected when advised to do so by us.

In instances where we do honour payments which result in an account to be overrun, debit interest will also be charged on the daily debit balance at the rate shown on the statement of account. For interest calculation purposes, the daily debit balance is the balance on the account net of *uncleared effects*. Interest will be charged on daily debit balances and will be computed on the basis of a year of 360 days. Any changes to the debit interest rate to be applied in case of overrun accounts will be notified as advised in clause 5 to 7 of Part D of Section 1 of the General Terms.

## 11. Other Terms and Conditions

The Bank may reject transactions and/or refuse to carry out instructions/requests for transactions on the account, if it reasonably believes that the transaction is in breach of any financial sanctions (whether OFAC, UN, EU or other sanctions issued by a competent authority in Malta or abroad). The Bank reserves the right to lay down further conditions or to amend these terms and conditions (including any fees or charges) for security, legal, regulatory or market reasons or changes in internationally accepted Banking practice or to take into consideration any increase in costs or decrease in the Bank's return or pursuant to the introduction of new products or technology. The Bank will give reasonable notice to the Customer of any addition and/or changes to these terms and conditions.

## 12. Language

Unless otherwise agreed, the English language will be used for the purpose of interpreting these Basic Bank Account Terms and Conditions and for all communications in connection with these terms and conditions.

Effective as from 24 February 2021.

