# Corporate Card

# Additional conditions

For HSBC Innovation Banking Corporate Cards

# 01 November 2024

FM023\_11/24





## Corporate Card

## Additional Conditions

These Additional Conditions will apply in addition to the Banking Terms and Conditions (which contain the Relationship Terms and the Terms and Conditions for your business accounts and related services).

If there's any conflict between these Additional Conditions, the Relationship Terms and the Terms and Conditions for your business accounts and related services, the following order of priority applies:

- first, these Additional Conditions;
- next, the Terms and Conditions for your business accounts and related services, and
- finally, the Relationship Terms.

Information on any charges that apply to your accounts can be found in your tariff.

If you'd like these Additional Conditions in another format such as large print, Braille or audio, please contact us. Learn more about these and other ways we can support you at <u>www.hsbcinnovationbanking.com/accessibility</u>.

A corporate card is also known as a charge card. You might see references to charge cards in other documents we provide to you.

## 1. Limits on your card account

Providing you with a corporate card doesn't give you an authorised overdraft or any other form of credit.

## Your card limit

We set your card limit according to your circumstances. This may include your account usage and history, information we receive from credit reference agencies, and any other information we think is relevant. It includes your cash limit, which is a percentage of your overall card limit.

We'll tell you what your card limit is when we first open your card account. We'll then review it from time to time and may reduce it to make sure your credit limit is appropriate. We'll write to you to let you know if it changes. You can ask us at any time to consider increasing your card limit. We'll always reduce it if you tell us it's too high and you can ask us not to increase it.

## Staying within your card limit

Do not go over your card limit. Transactions that have been authorised but not yet charged to your card account will count towards your available funds.

We can refuse to process any transaction that would take you over your card limit. If we allow the transaction, we may charge you additional fees and interest on the amount over your card limit. These are set out in your tariff.

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## Other limits that may apply

Sometimes we'll set spending limits on your cards or on particular types of transaction.

The types of limits that apply are:

- the amount of cash you can withdraw at an ATM; and
- the amount you can spend using contactless payments without needing your security details.

We'll let you know if there are other limits that apply.

## 2. About your payments

#### **Responsibility for payments**

Only the business that applied for the card account (and not any cardholder) is responsible for the spending on the cards and will need to make the repayments. When we refer to "you" making payments, we only mean the business.

#### What you have to pay

We'll send you a monthly statement via MiVision to tell you how much you owe and when it's due.

You must repay your card balance in full each month by the due date.

You can make payments by Direct Debit or another applicable electronic payment type. Certain payments have different cut-off times. It's your responsibility to make sure we've received your payment by the due date.

We'll credit the payment to your card account when we receive it. If we receive it on a non-working day, we'll credit it to your card account on the next working day. We'll charge you if we don't receive the full payment by the due date. These charges are set out in your tariff.

We can require you to immediately pay your full balance and any other money you owe us at any time.

## 3. Foreign currency transactions

If you make a non-sterling transaction or withdraw money in a foreign currency, it will be converted into sterling on the day the card scheme shown on your card processes it.

The relevant card scheme will use their exchange rate. These are shown at <u>www.visaeurope.com</u> and <u>www.mastercard.com</u>. We will charge you a fee for non-sterling payments which is set out in your tariff.

## 4. If you don't make a payment in full

If you don't pay your balance in full each month, we'll add a late payment fee to your account. This is set out in your tariff. Missing payments could result in legal action or bankruptcy proceedings to recover any debt owed under this agreement.

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## 5. Using your card

## Applying for a card

You can apply for a card account if you have a Current Plus Account or Foreign Currency Current Account in GBP, EUR or USD with us.

## **Issuing cards**

We'll issue a card in the name of whoever you authorise to operate the card account.

## Card usage

Cardholders can use their card for business related transactions, such as making a purchase or obtaining cash. There are charges for using your card to withdraw cash which are set out in your tariff. If a cardholder uses their card to withdraw cash from another bank, ATM operator or bureau de change, there may be additional charges.

## **Digital wallets**

Cardholders may be able to use a digital wallet on a mobile, tablet, or computer instead of their physical card. If a card is registered with a digital wallet, encrypted card details will be stored on the device. When we refer to you or a cardholder using your card, we also mean using card details stored on these registered devices. Additional terms and conditions apply when you use a digital wallet.

## Online card management

You can set your card account up for online management at any time using MiVision. Once registered, you must appoint a primary user who will be able to administer the following card controls for any cardholders associated with your card account.

- Temporarily block or unblock card(s) which allows you to restrict the full usage of the card(s).
- Report card(s) as damaged and request a replacement card.
- Set channel controls on where a card can be used (e.g. in store, ATM, online, overseas).
- Set monthly and daily spend limits.
- Apply single transaction limits on a card(s).
- Set merchant category groups which determines the types of retail stores where a card(s) can be used.

It's important you keep your MiVision permissions up to date because we'll treat all actions taken by your MiVision users as authorised until you change or revoke their permissions. If there are service outages with any card controls referred to above, transactions may still be authorised that don't match the controls set.

## Cardholder responsibility

Cardholders must only use their card for uses that you've authorised. They must also follow these terms and conditions and any guidance we give you about using and protecting your cards or other payment devices.

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You're responsible for the use of the card by cardholders, including any use that makes you break this agreement.

We'll treat transactions made by a cardholder (including using MiVision) as spending you've authorised until you tell us to stop a cardholder's card. You can tell us to do this at any time via MiVision or by calling us on 0800 023 1062 (from within the UK, Channel Islands or Isle of Man) or +44 (0) 207 367 7852 from anywhere else. You should also cut the card in half through the chip and magnetic strip.

## **Prohibited transactions**

You and your cardholders must not use the card or card account for any illegal purpose or allow anyone else to do so.

We also reserve the right to decline any transaction made to merchants we identify as being in the business of gambling, even if the transaction is not for a bet.

This includes prohibiting transactions made with someone operating gambling facilities, such as casinos, bookmakers, or online gambling sites. Please note, this will also include non-gambling transactions, such as buying food or drink in a casino.

## 6. How to authorise payments

## Cardholder authorisation

Only the named cardholder can authorise transactions on their card. They must not allow others to use the card or its details.

## Authorising transactions

A cardholder authorises a transaction when they follow the procedures required for the payment type they're making. This includes:

- presenting the card and entering the card PIN (or signing in some cases);
- using security credentials for a digital wallet (such as fingerprint, face, or voice recognition) to release card details;
- holding the card near a contactless card reader;
- providing card details to someone online, over the phone, or in writing to make a transaction or authorise a future transaction;
- inputting any other form of security information requested (such as a passcode or password associated with the card); or
- following other authorisation procedures we may tell you are available.

If any of these procedures have been followed, we'll assume the named cardholder has authorised the transaction.

In some cases, we may require two separate forms of security before we can authorise a transaction. We may decline a transaction if a cardholder doesn't input both forms of security.

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## Authorising transactions where the final amount isn't known

If a cardholder authorises a transaction up to a set amount (because they didn't know the final amount ) we'll block the full amount authorised and this can't be spent. We'll release the amount billed by the merchant if it is within the limit of your original authorisation and remove the block from any amount authorised but not billed.

Otherwise, we'll remove the block:

- when the merchant sends a cancellation; or
- within 30 days of the authorisation (if the merchant doesn't send a cancellation).

## 7. Steps to secure your account

## Cardholder responsibilities

A cardholder must:

- take all reasonable precautions to prevent the card account from being used for fraud, including keeping their card and card details safe;
- memorise the PIN and other security information and keep them secret at all times. They must not write down or record security information and must immediately destroy any letters containing the PIN;
- make sure their cardholder delivery address is up to date;
- immediately sign the back of their card when they receive it;
- notify us immediately if their card is lost, stolen, compromised, or might be used fraudulently by someone else. You must make sure all other cards issued on the account are destroyed immediately. If you find a card you've reported lost, destroy it; and
- cooperate with us and the police to investigate any unauthorised transactions.

You must make sure all cardholders are aware of these requirements and follow them.

Staff at HSBC Innovation Banking will never ask a cardholder for their PIN.

## **Unrecognised transactions**

You must notify us immediately if you don't recognise a transaction shown on your statement. You can do so using MiVision or by calling us on 0800 023 1062 (from within the UK, Channel Islands or Isle of Man) or +44 (0) 207 367 7852 from anywhere else.

## 8. Unauthorised transactions

## Liability for fraudulent transactions

If a cardholder is complicit in fraudulently authorising transactions, you'll be responsible for the transactions and we won't be liable to refund you.

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## Liability for unauthorised transactions (Small Business Customers only)

Except for fraudulent transactions mentioned above, you won't be liable for any unauthorised transactions provided you tell us about them within 13 months of the transaction.

## Liability for unauthorised transactions (Larger Corporate Business Customers)

Except for fraudulent transactions mentioned above, you won't be liable for unauthorised transactions unless:

- you or a cardholder intentionally or very carelessly failed to secure your account or cards; or
- you or a cardholder has breached the terms of this agreement in another way.

You must tell us within 60 days of the transaction.

## **Refunds for unauthorised transactions**

If you're due a refund for an unauthorised transaction, we'll make it as soon as possible and no later than the end of the next business day after you've told us. The refund will include:

- the amount of the unauthorised transaction; and
- restoring the account to the state it would have been in if the unauthorised transaction hadn't occurred (e.g. by refunding any interest charged).

We'll refund you for payments that have been authorised without us asking for two separate forms of security when we should have done.

## 9. If transactions you authorise go wrong

#### **Transaction errors (Small Business Customers only)**

You must tell us about these within 13 months of the transaction date. We'll refund transaction errors that are our fault to your account and adjust your account to put it back to the way it was before the error occurred. We may need information from you to investigate and if we don't agree there was a mistake we'll explain why.

## Transaction errors (Larger Corporate Business Customers)

If you tell us about these, we'll do what we can to trace the incorrect payment and tell you what happened.

## **Refunds from retailers**

Refunds from retailers will only be credited to the card account on the date we receive details from them. Until then we'll charge the relevant rate of interest on the amount. This means a refund doesn't date back to the day a charge was originally made.

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## If you're charged more than you expected (Small Business Customers only)

Where you've authorised a payment but didn't know the amount when you did so, you might be entitled to a refund. This might happen if you check in to a hotel, agree that a card can be used to pay the bill and the amount charged is much more than you could have expected because of unknown extras. You may be entitled to a refund if:

- a) the payment was made in the UK, or a Euro payment was processed by a payment provider in the EEA using a payment system operating across Europe and the UK commonly referred to as SEPA;
- b) the payment charged to your account is higher than you could reasonably have expected; and
- c) you've asked us for a refund within 8 weeks of the date that the payment was charged to your account.

We may need to ask you for information to help us find out what happened. If you're entitled to a refund, we'll make it within 10 working days of the date that we have all the information we need to make a decision.

You can't ask for a refund where you or the cardholder gave consent for the transaction directly to us and we, or the retailer, provided information about the transaction or made it available at least 4 weeks before the payment was made.

## 10. Stopping payments you've authorised

#### **Cancelling future payments**

You can cancel payments which are due to be made on a future date (for example, if you set up a regular payment from your card). You can do this by contacting us by midday (12:00pm UK time) on the business day before the payment is due to be made. Make sure you also tell the person who is taking the payment that you've cancelled it too.

## **Cancelling other transactions**

You can't cancel any other transaction after you or a cardholder have authorised it. For example, you can't cancel a cash withdrawal or payment for goods or services that are provided at the time of payment.

## 11. When transactions might be refused

#### **Reasons for refusing a transaction**

Transactions might be refused because a supplier doesn't accept your card. We aren't responsible for this.

We may refuse or delay transactions for any of the reasons set out in your Banking Terms and Conditions. In addition to those, we may refuse or delay transactions if:

- a) we think it's necessary for the security of your card account or a card
- b) your card account balance is or would be over your credit limit or you would exceed any other limit on your card or card account
- c) the transaction hasn't been authorised in accordance with your MiVision permissions or authorisation rules;
- d) a transaction seems unusual compared to your normal use of a card or the card account

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- e) a transaction doesn't appear to be business spend
- f) you're in breach of your agreement
- g) we ask you for further information, including verification of your identity, when we're asked to authorise a transaction and we're not satisfied that it's you
- h) you, or we, have terminated our agreement

We can refuse a specific transaction or a series of them. We can also permanently or temporarily stop you making all transactions on a card, registered device or on your account and revoke or limit your access to MiVision. If we do this, you'll need to pay all sums you owe immediately.

## **Refused transactions**

You'll usually find out if we've refused a transaction because you'll be asked for payment by another method. You can call us to find out why we've refused a payment and we'll tell you unless we're prevented by law or regulation or for fraud prevention or security reasons.

## 12. How and when this agreement can be ended

## If you want to end it

Instructions on how to close your account are found in the Terms and Conditions for your business accounts and related services.

## If we want to end it

Information on how we can close your account can be found in the Terms and Conditions for your business accounts and related services. In addition to the reasons we can close your account in those Terms and Conditions, we can also close your account sooner, or even immediately, if you seriously breach this agreement.

We regard serious breaches as:

- a) you don't make a scheduled payment by the due date;
- b) us finding that any information you provided as part of your application or at any point during our relationship is or was materially incorrect or misleading or would make a difference to how we assess your ability to hold a card account with us or repay any amounts you owe us;
- c) you using the account for a non-business purpose or materially changing the nature of your business;
- d) us reasonably suspecting any fraud or other criminal activity in connection with this agreement and/or any other facility or account that you have with us;
- e) you close your Current Plus Account or Foreign Currency Current Account;
- f) a new security interest (such as a charge, mortgage, assignment, lien or pledge) is created over your account or you assign any income or other receivables without our consent;
- g) any material litigation is commenced against you;
- h) you sell, lease or dispose of all or part of your business, property, assets or income without our consent;
- i) you being declared bankrupt or have similar proceedings taken against you;
- j) you or anyone else taking action which is, or could directly result in, a formal step being taken for the bankruptcy, receivership, administration, liquidation, dissolution or similar proceedings against you or any of your assets;

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- k) you entering into or proposing any composition, voluntary arrangement or scheme of arrangement with your creditors;
- I) you failing to repay or meet in full any debt or liability when it's due to us or anyone else; and
- m) you ceasing to trade, transferring or assigning the whole or a substantial part of your business or your interest or control in it, in a way that makes you ineligible for an account, or us becoming aware that you're about to do any of these things.

In any of these circumstances we can:

- a) immediately suspend use of your card(s);
- b) demand immediate repayment of the amount you owe on the account;
- c) disclose information about you and the conduct of your account to credit reference agencies (which may make it harder for you to borrow in the future);
- d) restrict access to credit on the accounts you have with us;
- e) bring legal action to recover what you owe us; and
- f) require you to pay our reasonable costs and expenses for taking action to obtain payment, including legal costs.

However, we'll give you advance notice and the opportunity to fix the problem before taking any of these steps (unless the problem cannot be fixed).

## What happens if one of us ends the agreement

If either of us gives notice of termination, we'll stop you using your account and cancel your cards to make sure there's enough money in your account to settle any outstanding transactions and pay the money you owe us. You'll need to pay all sums you owe immediately.

We'll only close the account once you've repaid the account balance in full. Until then, we'll charge you interest and other relevant fees and charges, and any changes to these terms we tell you about will take effect.

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