

# Commercial Card

Conditions of use



1. These Conditions govern the use by you, the Cardholder, of the Commercial Card ('Card') issued by us, HSBC Bank plc, to you under the terms of an agreement between us and the organisation by whom you are employed or in which you are a partner or proprietor ('the Customer'). All references to the use of the Chip & PIN Card also refer to the use of your Chip & PIN Card details and any related Personal Identification Number ('PIN').

2. You must take all reasonable precautions to prevent fraudulent use including the following:

- a) sign the Card immediately on receipt;
- b) do not let any other person use the Card;
- c) treat the Card like cash, never leave it unattended;
- d) if the Card is used to pay for goods and services through the Internet, Card details must be sent in encrypted form using the 'secure session' features which are included in the current versions of Netscape and Microsoft browsers. The use of the Card to place orders or make payments through the Internet is otherwise not permitted and Card details must never be sent in uncoded form on the Internet.

3. You must only use the Card during the validity period shown for amounts which will not cause the limit for the Card, which will be notified to you, or the Customer's credit limit to be exceeded. Any renewal Card received must be signed immediately and kept safe until the start of the period of validity at which time any existing Card shall be immediately destroyed by cutting it in half vertically. The Card must not be used if cancelled or suspended. The Card remains our property and must be returned upon request. We may cancel or suspend a Card if:

- your Cardholder credit limit or the Customer's credit limit is exceeded; or
- any term of our agreement with the Customer (or any other agreement with the Customer has with any member of the HSBC Group) is broken; or
- a receiver is appointed of all or any of the Customer's property or any step is taken with a view to the Customer being wound up or subject to a voluntary arrangement, or having an administrator appointed; or
- the Customer dies or is declared bankrupt or has similar proceedings taken against him; or
- notice is given to terminate the agreement between us and the Customer; or
- any other event occurs which entitles us to do so under the terms of the agreement between ourselves and the Customer.

4. If the Card is lost or stolen, or you suspect fraudulent use, you or the Customer must notify us as soon as the loss, theft or fraudulent use has been discovered, by telephoning **03456 007 010 (textphone 03457 125 563 (UK) +44 1442 422 929 (textphone +44 1792 494 394 (overseas))**. Lines are open 24 hours. We may ask you to confirm the details in writing to HSBC Bank plc, Card Services Delivery, PO Box 6001, Coventry CV3 9FP

5. You must co-operate with us and the police in any investigation into the loss, theft or possible misuse of the Card. We will disclose information to third parties about you, the Customer and relevant accounts if we think it will help avoid or recover loss. Should you retrieve the Card after it has been reported lost or stolen, it must not be used but sent to us cut in half vertically.

6. a) We will issue you with a PIN. We will not reveal your PIN to anyone but you. You can use your PIN with your card for withdrawing money\* and using other services available from self-service machines. You may also be asked by a retailer and other supplier to enter your PIN into a secure PIN pad when you pay in person for goods and services with your Commercial Card.
- b) Please note that if you enter an incorrect PIN three times consecutively on the premises of a retailer or other supplier, your PIN will “lock” for use with retailers or other suppliers. You can “unlock” it using the correct PIN at a self-service machine in the UK.
- c) If you still cannot remember the correct PIN, or are abroad, you will need to telephone us on **03456 076 434 (textphone 03457 125 563) or +44 1226 260 050 (textphone +44 1792 494 394) from abroad**. We will advise you of any steps you need to take in order to start using your Card again and will re-advise you of your PIN by post.
- d) You can change your PIN if you wish, but you must comply with Clauses 1 and 2 above. However, you cannot change it within a 60-day period before the expiry date of your current Card or at any time between the order and receipt of a replacement Card.

\*The ability to withdraw cash from self-service machines will only be available if your company has authorised this facility for you.

7. All reasonable precautions must be taken to prevent fraudulent use of any PIN issued for use with the Card including the following:

- never write your PIN on the Card or on any other item normally kept with your Card
- never record your PIN in such a way that can be easily understood by someone else
- never tell your PIN to someone else
- inform us immediately if you suspect someone else knows your PIN (refer to 4 above)
- destroy your PIN advice promptly after receipt
- if you change your PIN, do not use a number which may be easy to guess, eg, 1234, 4444, your date of birth or telephone number.

8. We will not be liable if any retailer, supplier or Bank refuses to accept a card.

9. We may change these Terms, including introducing new Terms at our discretion by giving you and/or the customer at least 30 days written notice (which includes statement messages). Where any changes in the Terms is to your benefit, we will give you and/or the customer at least 7 days notice.

## 10. Your Information

In this section, ‘we’, ‘us’ and ‘our’ refer to HSBC Bank plc and includes their successors and assigns and ‘HSBC Group’ means HSBC Holdings plc, its subsidiaries, associated and affiliated companies.

To verify your identity we may make searches about you at credit reference agencies who will supply us with information which may include information from the Electoral Register. The agencies will record details of the search. We may use scoring methods to verify your identity and we may also search the Electoral Register ourselves and carry out other identity checks. We may keep copies of any identification evidence you provide.

11. We will send information about the use of your card to your employer, or to any person your employer asks us to.

12. Members of the HSBC Group may record, use, exchange, analyse and assess relevant information about your transactions

including the nature of your transactions, for credit assessment, market research, insurance claim and underwriting purposes and in servicing employer's relationships with the HSBC Group.

**13.** Relevant information may also be exchanged with members of the HSBC Group and others to provide services, for the purposes of fraud prevention, audit and debt collection and if required by authorised governmental and non-governmental regulators or Ombudsman. We aim to keep your information up-to-date. We may use other members of the HSBC Group and/or third parties (in jurisdictions inside and outside the European Economic Area where there may be less stringent data protection laws) to process information on our behalf. Wherever it is processed, your information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and any third parties are subject to and will only be used in accordance with our instructions.

**14.** Under data protection legislation, you can ask in writing for a copy of certain personal records we hold about you. We may make a charge for this service. When you use your Card, details of expenditure listed on the bill (which may include personal expenditure for which you do not and should not pay with your Card and which you cannot claim back from your employer) to which the Card payment relates may be sent by the retailer to us via the retailer's Card processor or via Visa International. The details may be analysed by us or by Visa International on our behalf. If requested to do so by your employer we will pass these details to them for their use and further analysis. **If you do not want details of expenditure not paid for with your Card to be collected, please ask the retailer for a separate invoice.**

**15.** To ensure that we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with us. In the interests of security we may use CCTV recording equipment in and around our premises. All recordings are our sole property.

**16.** If any complementary product (such as insurance) is not provided by HSBC Group, we will exchange information about you in relation to that product with product provider(s). This will include changes to your name, address, card number and other relevant information.

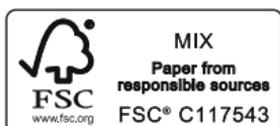
**17.** With the approval of the relevant member of the HSBC Group, the product provider and associated companies and agents will also process information about you, including sensitive data such as health records, in the manner described above, to the extent necessary for providing you with the relevant product (such as when making decisions about your eligibility for cover, assessing claims, undertaking fraud prevention measures and passing information to regulators and/or Ombudsman). In this context, 'we' and related words and phrases include the product provider. If you require details of any fraud prevention agencies used by our product providers, please call **0800 587 7008 (textphone 0800 028 3516)**. Lines are open 9am to 5pm Monday to Friday.

**18.** Details of our product providers of complementary products and services are as follows:

#### **Identity Theft Assistance**

Affinion International  
Charter Court  
50 Windsor Road  
Slough  
Berkshire SL1 2EJ





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**[hsbc.co.uk/business](http://hsbc.co.uk/business)**

**Issued by HSBC Bank plc**

Card Services Delivery, PO Box 6001, Coventry CV3 9FP

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