

Introduction

While most of our valued customers interact with us in a polite and courteous manner, this policy explains our procedures to manage the individuals whose actions we consider unreasonable.

The aims of this policy are to:

- define the behaviours that are not acceptable to HSBC,
- ensure that our staff are able to conduct business and not be adversely affected by those few individuals who behave in an unreasonable manner,
- make sure our staff have a safe working environment and are not exposed to unnecessary stress, and
- empower our staff to deal confidently and effectively with unreasonable behaviour.

This policy applies to anyone who communicates with HSBC, its staff, customers, members of the public, complainants and individuals or companies who are representing complainants.

We believe that when you communicate with HSBC's staff, you have the right to be treated with courtesy and respect. In return, HSBC staff members have the same rights.

What behaviour is unreasonable?

While we recognise that when you contact or interact with our staff, there may be times you have reason to feel aggrieved, upset or distressed. However, it is not considered acceptable when an individual's behaviour is aggressive, abusive, or puts at risk the safety, health or wellbeing of our staff, or if it places unreasonable demands on our staff. Some examples of what we consider to be unreasonable behaviour are provided below.

Aggressive/abusive behaviour

Aggressive or abusive behaviour and language (verbal or written) is unreasonable and it may cause our staff and/or other people including another customer, to feel bullied, intimidated, threatened, or abused.

Examples may include

- Threats
- Verbal abuse
- Physical abuse, including physical threats of any nature
- Using our products, accounts and online banking services in a way that harms others or to perpetuate financial abuse. This includes using language in any transaction narrative which is harassing, offensive, threatening, intimidating, abusive or caused or encourages physical or mental harm to another person or promotes violence against any person
- Causing any damage to HSBC property
- Racist and sexist language
- Derogatory remarks
- Offensive language
- Rudeness
- Making inflammatory statements
- Raising unsubstantiated allegations

Unreasonable requests and communication

Requests may be considered unreasonable by the nature and scale of service expected. For example:

- Requesting responses within unreasonable timeframes
- Insisting on only speaking with certain members of staff where that request is not reasonable, or the customer has been advised the staff member is unable to speak to them
- Adopting a 'catch-all' approach by contacting many staff members and third parties

Communication may be considered unreasonable if individuals:

- Continually contact us while we are in the process of investigating or seeking to resolve an issue they have raised with us, and we have provided them with a clear indication of how we will keep them informed of our progress
- Contact or attempt to contact individual members of staff via phone or text outside of business operating days/hours and expect a response immediately or within an unreasonable timeframe
- Contact us numerous times about the same matter which we have responded to, without raising new issues
- Refuse to accept the response to a decision, where the explanation for the decision has been given and they have been informed that they are able to raise a complaint to an external dispute resolution body if they disagree with the decision or our final response
- Continue to pursue HSBC with complaints or issues which have already been investigated and a decision or explanation has been provided to them.
- Continue to raise new complaints arising from the same set of facts that have already been investigated and a decision has been provided to them.

How will we manage unreasonable behaviour?

All staff at HSBC have the authority to manage unreasonable behaviour.

All staff have the authority to end an interaction if a customer persistently raises issues that we have already responded to in full. We will politely explain that we are unable to comment further on the matter and will ask if there are any other issues the customer wishes to raise. If no new issues are raised, and they persist in raising issues that we have already addressed, we will tell them so before ending the call. A written warning will then be sent, with a view to limiting future communication to written communication only.

If a customer is aggressive, abusive, or offensive, we will politely ask them to stop. Should the behaviour continue, we will tell them again that their behaviour is unacceptable and end the call. HSBC may then send the customer a written warning.

If the customer is at a HSBC branch, they may be asked to leave the branch or be required to deal with a different staff member. If they are interacting with our staff over the phone or via live chat, the staff member can terminate the call or live chat.

Regarding unreasonable behaviour:

1. HSBC has a zero-tolerance position on violence and threats against our staff. This behaviour may be reported to the police and may result in HSBC deciding to end our banking relationship with the customer without issuing a warning.

2. In all other cases, HSBC may issue a written warning that the customer's behaviour is unreasonable and ask them to modify their behaviour. If the warning is ignored, we may choose to take other steps, including those set out in Clause 16 – these include restricting communications, their banking services or even ending our banking relationship with them.
3. If we decide that in addition to a warning, further action or restriction of services is appropriate, we will consider which action or restriction best fits the circumstances. The actions or restrictions we may consider are set out in Clause 16. And those we apply will be proportionate to the nature, extent, and impact of the customer's unreasonable behaviour on our ability service their banking.
4. Where we issue a warning and/or decide further action or restriction is appropriate, we will explain to the customer what action we are taking and our reasons for them. Where we decide to end our banking relationship, we may provide the customer with our reasons for this decision, but we are not required to do so.

Options to address unreasonable behaviour

Other steps we may consider taking to address unreasonable behaviour include, but are not limited to:

- Restricting or placing limitations on the staff members, methods, or times that the customer can contact HSBC. Where appropriate, we will discuss this with them and reach an agreement on the methods and time that they can contact HSBC.
- If we have already fully explained our reasons for a decision and they have exhausted the procedures to request a review of that decision, including having raised a complaint with HSBC and taken the matter to an external dispute resolution body, we will decline to respond to further correspondence which does not raise new issues. The correspondence will be read and filed, but we will not acknowledge it unless they provide significant new information or evidence relating to the matter.
- We will not respond to correspondence that is abusive or offensive, and we will block emails that are abusive or offensive.
- Physical violence, verbal abuse, threats, or harassment against our staff will not be tolerated, and we may choose to report the matter to the police.
- If the customer inputs a narrative in any payment they make through HSBC's digital banking systems (including HSBC Online Banking and the HSBC Mobile App), and in our opinion that narrative is harassing, offensive, threatening, intimidating, abusive or causes/encourages physical or mental harm to another person or promotes violence against any person, we may limit their access to using HSBC's digital banking systems which may also involve limiting or removing their ability to use HSBC Online Banking and/or the HSBC Mobile App.
- Where they are representing a customer or an individual under a letter of authority or some other formal authority such as an Authority to Operate, Power of Attorney or Guardianship Order, we may advise them that we will no longer deal directly with them and notify the customer/individual they represent of this. In these cases we will then request customer/ individual either deal directly with us; or if they are not able to, or do not wish to, we will afford them the opportunity to appoint a different representative if they wish.
- In extreme cases, or where there is repeat behaviour, or a failure to comply with a prior written warning or action or restriction decision, we may decide to end our banking relationship with the customer in accordance with our terms and conditions [<https://www.hsbc.com.au/content/dam/hsbc/au/docs/ways-to-bank/personal-banking-booklet.pdf>]. In extreme cases, we may make this decision without providing the customer with a written warning first. In which case, we will advise them of this in writing and provide them with a notice period that the termination will take effect.

Any one of the above options (or a combination of these) may be applied to an individual. In all cases, we will notify them in writing of the action, if any timeframe applies, or if it is a permanent restriction.

How will we manage the unreasonable behaviour of individuals with disabilities (including mental illness)?

If an individual has a disability/mental illness and may be subject to an action, or restriction decision, or a decision to end our banking relationship under this policy, we will consider whether their unreasonable behaviour relates to the disability/mental illness, and if so, whether the action or restriction applied or the decision to end the banking relationship will affect them more than a person without that particular disability/mental illness.

For example, we will give careful consideration before imposing a restriction on telephone calls with a person who has a visual impairment, as they might find it difficult to write to us instead.

How can an individual ask for a review of our decision?

1. They must request a review within 14 calendar days of the date that they were advised that we are placing a restriction, taking an action, or have made the decision to end our banking relationship under this policy (or other time period to be agreed if they have a circumstance that we should consider).
2. While the review is being considered, any action or restriction will remain in force; if the decision is to end our banking relationship, the exit process will be placed on hold until the review is complete.
3. If they wish to review our decision, they must do so in writing. They must clearly state their reasons for the review and send it to the Head of Customer Advocacy:
Email: hsbc.customer.advocate@hsbc.com.au
Post: Level 37, Tower 1 - International Towers Sydney, 100 Barangaroo Avenue, Sydney NSW 2000.
4. A member of the Customer Advocacy team will consider their request. The person reviewing the decision will make a recommendation to the Head of Customer Advocacy. Where the decision being requested for review is to end the banking relationship, a dedicated committee of Senior Managers of HSBC will consider and make the decision on the request.
5. Where the review relates to a restriction or the decision to end our banking relationship, it will be considered within 30 calendar days of receipt of the request for a review. They will be advised either that the original decision will remain in place, or a different course of action may be agreed upon, including, for example, extending the time for them to close their accounts and make other arrangements.
6. If the Customer Advocacy team is unable to provide them with a response to their review within this timeframe, they will tell them why they can't respond and provide them with a time when they are able to do so.