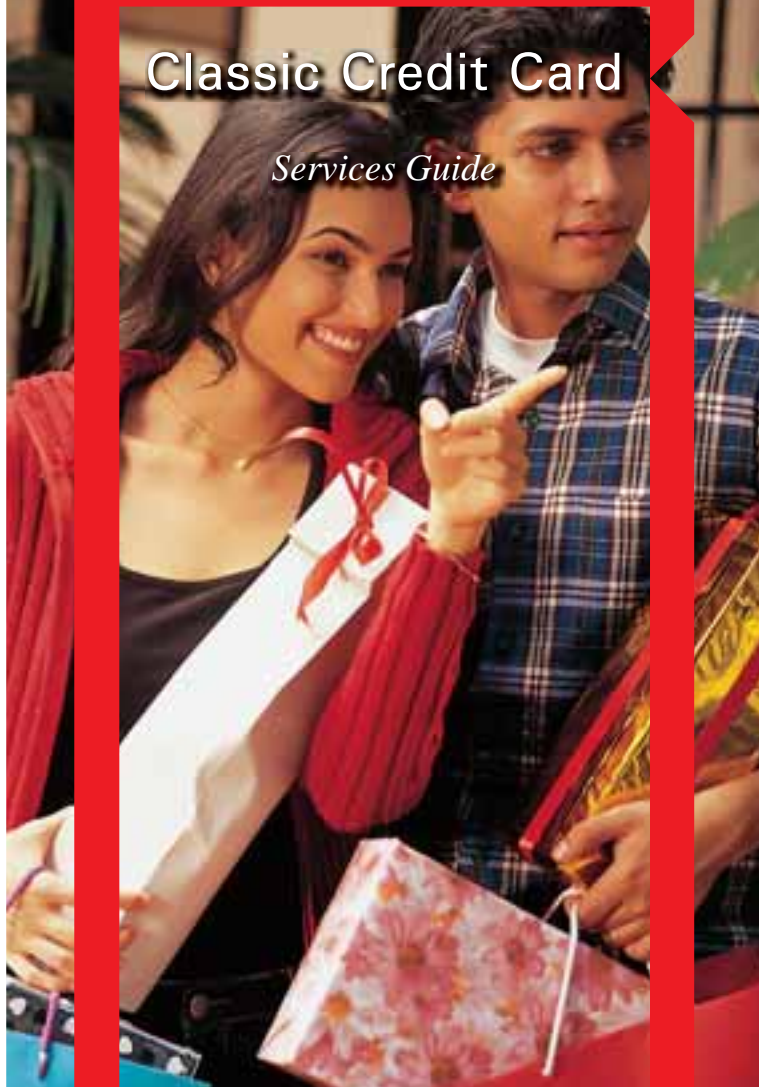


# Classic Credit Card

## *Services Guide*



E-mail: [info@hsbc.co.in](mailto:info@hsbc.co.in)

[www.hsbc.co.in](http://www.hsbc.co.in)

*Please address all your correspondence to  
The Manager, Credit Cards,  
Post Box No. 5080, Chennai - 600 028.*

*Issued by The Hongkong and Shanghai Banking Corporation Limited, India  
Incorporated in Hong Kong SAR with limited liability.*

CCSG 04 Oct 2010

**HSBC**   
The world's local bank

Dear Credit Cardholder,

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Thank you for selecting the International Classic Credit Card (Classic Credit Card) issued by The Hongkong and Shanghai Banking Corporation Limited, India (HSBC). The Classic Credit Card is designed to complement your lifestyle and is a symbol of recognition and status across the globe.

The Classic Credit Card comes packed with features designed to suit your lifestyle and taste. The Classic Credit Card provides special features like Fuel Surcharge Waiver and Rewards Programme

Should you need any clarification on your Classic Credit Card, please feel free to call our Customer Service Officers. In addition, with [online@hsbc](mailto:online@hsbc), you can track your Classic Credit Card transaction details instantaneously, download statements and redeem Reward points.

Please read this guide carefully and keep it handy for reference. Should you require additional assistance, please do not hesitate to call our Customer Service Officers in your city.

Yours faithfully,



Manish Sinha,  
Head, Consumer Assets,  
Personal Financial Services

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## Your Credit Card

### Front

1. **Classic Credit Card number:** This is your exclusive 16-digit Classic Credit Card number. Please include this in all correspondence with HSBC.
2. **Your name:** Please check to see that your name is correctly embossed. In case of incorrect embossing, call your closest Customer Service Officers.
3. **Valid from-Expires End (mm/yy):** Your Classic Credit Card is valid throughout the period (up to the last date of the month of the year) indicated on your Classic Credit Card.
4. **The VISA/MasterCard logo:** Any establishment displaying the VISA/MasterCard logo accepts your Classic Credit Card worldwide.



### Reverse

5. **Signature panel:** For your protection, please sign on this signature panel immediately using a non-erasable ball point pen (preferably in black ink).
6. **Magnetic strip:** Important information pertaining to your Classic Credit Card is encoded on this strip. Protect your Classic Credit Card from exposure to direct sunlight, magnets and continuous magnetic fields (hand-bag clasps, televisions, speakers and any other electronic appliances). Also prevent the magnetic strip from being scratched.
7. **The VISA/MasterCard hologram:** Any establishment displaying the VISA/MasterCard hologram accepts your Classic Credit Card worldwide.



## How to use your Credit Card

When using your Classic Credit Card to pay for products or services, present your Classic Credit Card against the bill. The establishment will prepare a sales slip.

1. **Please verify the amount. There is usually a provision for tips/miscellaneous items. If required, fill this section and bring down the total.**
2. **Sign in the space provided.**

You may be presented and asked to sign on the sales slip of any VISA/MasterCard member bank. While the formats may differ, the basic contents of these slips will remain the same. The establishments will return your copy of the bill and the sales slip for your record, along with your Classic Credit Card.

At times, merchant establishments may be required to 'refer' the purchase transaction. This does not mean that the transaction has been 'declined' by HSBC but simply that the merchant is required to contact their bankers for approval. In order to safeguard you in the event that your Classic Credit Card has been lost or stolen your personal details may also be requested at this time. Please contact HSBC if your transaction is declined, without a valid reason given by the merchant establishment.

## How to avoid misuse of your Credit Card

Credit Card fraud is uncommon. However, based upon HSBC's experience as a global Credit Card issuer, we have developed the following 17 rules to further significantly reduce your chance of being subjected to Credit Card fraud.

1. **Never** keep your Credit Card loosely in your pockets or bags.
2. **Always** keep your Credit Card in the same place within your wallet/purse so that you notice immediately if it is missing.
3. **Never** leave your Credit Card unattended.
4. **Always** memorise your Personal Identification Number (PIN) and change it on a regular basis.
5. **Never** keep a copy of your PIN in your wallet/purse and never write your PIN number on your Credit Card.
6. **Never** disclose your PIN to any one - not even your family members.
7. **Never** surrender your Credit Card to anyone other than a merchant when making a purchase. This includes people claiming to be representatives of HSBC/VISA/MasterCard.
8. **Always** ensure that the merchant processes the transaction on your Credit Card in your presence and ensure they do not note down your Credit Card number, swipe your Credit Card twice or fill out two charge slips. Never sign an incomplete charge slip.
9. **Always** take some time to verify that, upon completion of the purchase, the Credit Card returned to you is yours.

10. **Always** call your closest Customer Service Officers if you have any suspicions that your Credit Card has been lost, stolen or used fraudulently.
11. **Always** keep a copy of your Credit Card details (Credit Card account number/expiry date) and any relevant bank addresses/contact numbers in a safe place other than your purse/wallet.
12. **Always** keep track of your Credit Card's billing statement date. If your Credit Card statement is not received on time do not hesitate to contact the Bank to ensure that it has been despatched to your appropriate mailing address. You can also opt for E - statements to avoid delays.
13. **Always** notify the Bank, in writing or on phone, of any changes in your employment and/or residential address and telephone numbers.
14. **Never** reveal your Credit Card number/expiry date/PIN number and your personal details to an e-mail soliciting your personal information.
15. **Never** reveal your Credit Card number/expiry date/PIN number and your personal details to any telephonic survey.
16. **Never** seek help from strangers at the ATM, even if offered voluntarily, while utilising your Credit Card at ATMs.
17. **Never** hand the consignment containing your HSBC Credit Card, once delivered to you, back to the delivery person under any pretext.

## Credit Cardholder privileges

### Worldwide acceptance

Your Classic Credit Card is accepted at over 18 million establishments worldwide and over 100,000 establishments in India.

### Free credit period

You can get up to 52 days free credit on purchases without any finance charge being levied to your Classic Credit Card account.

This is applicable provided your Classic Credit Card outstanding, as shown on your statement, is settled in full by the due date. However, if only part payment is made, the interest-free credit period will not be applicable and finance charges will accrue, based on daily balance on the outstanding from the date of the transaction. (Please refer to page 42 for details). However, the free credit period will not be applicable for Cash Advance transactions.

### Extended credit facility

You can buy now and just pay a minimum of 5%, and settle the balance later at a specified finance charge of 3.5%\* per month (42%\* per annum). The calculation of the finance charges is explained in detail on page 42.

*\*Or at such modified rates as decided by the Bank from time to time.*

### International ATM access

#### Cash advance

You have access to cash, round the clock, at over 700,000 ATMs worldwide. These include VISA/MasterCard/Cirrus\* and all HSBC ATMs.

Classic Credit Cardholders can withdraw cash from any of the ATMs/ authorised money changers/authorised cash advance merchants up to ₹ 25,000 per day, within the overall limit specified in the tariff sheet.

Using the cash advance facility will attract a cash advance fee and finance charges at the prevailing rate (refer to the tariff sheet on page 41). Finance charges are applied from the date of the transaction until the entire outstanding amount is cleared in full. While withdrawing cash over the counter, you will be required to provide additional identification, such as your driving licence or passport.

At HSBC ATMs in India, you can obtain the following services in addition to cash withdrawals:

- Transfer of funds to HSBC Savings/Current accounts
- Credit Card account balance inquiry
- Minimum payment due inquiry
- Payment due date inquiry
- Deposit cash or cheque for credit to your Credit Card account
- PIN change
- Request for latest Credit Card statement.

**This means that you do not have to wait to receive your statement in the post to settle your Classic Credit Card dues.**

To use the ATM facility, you will need to use your Personal Identification Number (PIN) which will be mailed to you by the Bank within 2 days of Credit Card issuance. You can change this initial PIN by using the PIN change facility at any ATM.

\*Classic Credit Cardholders can access [www.visa.com/pd/atm/main.html](http://www.visa.com/pd/atm/main.html) & [www.mastercard.com/atm](http://www.mastercard.com/atm) to get complete details on VISA and MasterCard/ Cirrus ATM locations in India and other countries worldwide.

### Foreign Exchange Entitlement

You can use your Classic Credit Card for making payments towards expenses up to the credit limit on the Credit Card, irrespective of the foreign exchange entitlement under Foreign Exchange Management Act (FEMA), 1999.

### Access your bank account with HSBC

Your HSBC Classic Credit Card gives you the unique benefit of accessing your Bank account with HSBC India (if any) for the following banking transactions.

**HSBC ATMs India/Overseas:** • Cash withdrawal • Balance enquiry • Transfer of funds • Statement request (India only) • Cheque book request (India only)

**Non-HSBC ATMs India/Overseas (VISA/MasterCard/Cirrus ATM):** • Cash withdrawal only

*\* Please note that the facility of accessing your Bank account is available if you specify your Bank account with HSBC for the ATM access facility while applying for your Classic Credit Card. All cash withdrawals overseas must be in accordance with the exchange regulations of RBI. A transaction fee is applicable as detailed in the tariff sheet.*

### Internet Banking

Use your HSBC Classic Credit Card number and your HSBC Classic Credit Card PIN to register for [online@hsbc](mailto:online@hsbc) services. Choose your USER ID and password to log on. You can instantly track your Classic Credit Card transactions, download statements, redeem Reward points and communicate directly and privately through

secure online messaging. Please note that payments via Internet banking will take place on the next working day.

#### Phonebanking

To bank over the phone, you will require your Phonebanking Number (PBN) and Personal Identification Number (PIN). Now you can enquire your balance, pay Credit Card bills and more without actually stepping into the Bank. Please note that payments via Phonebanking will take place on the next working day.

#### Rewards Programme

With effect from 01 August 2009, Classic Credit Cardholders will earn 1 Reward Point for every ₹ 250 spent. These points can be accumulated and then redeemed against Annual fees, Gift Vouchers, Gifts, Airline Miles and Charities.

For redemption of your bonus points call our Customer Service Officers or visit [www.hsbc.co.in](http://www.hsbc.co.in) for redemption options.

#### Zero lost-Credit Card liability

Classic Credit Cardholders have zero lost-Credit Card liability after the loss of the Classic Credit Card has been reported to the Bank in writing or to the VISA/MasterCard Global Emergency Assistance Helplines. However, you will be liable for all charges incurred on your Classic Credit Card before you report the loss of your Classic Credit Card.

#### Fuel Surcharge Waiver

Your Classic Credit Card provides you with the unique benefit and convenience of a Fuel Surcharge Waiver on payment of a fee of ₹ 349 p.a. To register, call our Phonebanking service advisor or visit [hsbc.co.in](http://hsbc.co.in).

HSBC will waive the surcharge that is ordinarily levied on Credit Card fuel purchases for Credit Cardholders who use HSBC Credit Card on spends between ₹ 400 and ₹ 4,000 (inclusive) per transaction on fuel in any city and at any petrol pump in India (please refer to page 19 for more details).

#### Secure Online Payment Service

**NEW!**

HSBC gives you the power to password-protect payments by your HSBC Classic Credit Card on the Internet, as an extra layer of protection at no additional cost. Now you can create your password and use it like an ATM PIN, for making payments on the Internet. To set your online password or for further details, please visit [www.hsbc.co.in](http://www.hsbc.co.in)

#### Balance Transfer

**3 Attractive options!**

Transfer your other bank Credit Card outstanding (any amount above ₹ 3,000) to your Classic Credit Card. You can choose from the following 3 tenure options at an interest rate of 1.50% p.m. (18% p.a.).

- 3 Months Balance Transfer
- 6 Months Balance Transfer
- Perpetual Balance Transfer

For terms and conditions please refer to page 30.

#### Balance Transfer - on - EMI

BT on EMI is a unique feature that allows you to transfer the outstanding balance from your other Classic Credit Card to your HSBC Credit Card and repay it in easy monthly instalments at a lower interest rate. The following low interest options are available -

- 1.50% p.m. (18% p.a.) for 6 and 12 months tenure
- 1.65% p.m. (19.8% p.a.) for 18 and 24 months tenure

Processing fee at 1.5% of the BT-on-EMI amount (subject to a minimum of ₹ 149) for the 6 months option and at 1% of the BT-on-EMI amount (subject to a minimum of ₹ 149) for the other BT-on-EMI options will be applicable. (please refer to terms and conditions on page 33)

#### Loan on Phone

Your Classic Credit Card provides you with an easy way to pay for the holiday of your dreams, jewellery, new TV or a computer through the exciting new 'Loan on Phone' feature. It allows you to pay for your purchases (of a minimum of ₹ 2,000) on your Classic Credit Card in convenient monthly instalments. EMIs are calculated at an unbelievably low interest rate of 1.99% per month (23.88% p.a.) on monthly reducing balance. All you need to do is call HSBC Customer Service Centre within 15 days of making the purchase to convert it into a loan (please refer to terms and conditions on page 35).

#### Additional Credit Cards

You can apply for up to three additional Credit Cards for your spouse, your parents, siblings or your children above 18 years. The additional Credit Cards held by your family members will share the Credit Limit on your primary Credit Card.

Charges incurred on your additional Classic Credit Card will reflect in the primary Classic Credit Card statement. Additional Credit Cardholders can also access their bank accounts with HSBC, India on their Classic Credit Card.

The annual fee as detailed in the tariff sheet will be included in your statement of account.

**Additional Classic Credit Cardholders will not receive a separate monthly statement. The mailing address for the additional Classic Credit Card shall be same as that for the primary Classic Credit Card. The annual fee dates for your additional Classic Credit Card and primary Classic Credit Card will be aligned to the higher (occurring later in the year) of the card issuance dates for your Classic Credit Card.**

#### Draft-on-call

You can now order drafts against your Classic Credit Card account over the phone and have them delivered at your doorstep. For further details call the Customer Service Officers in your city.

#### Exclusive privileges for Classic Credit Cardholders

##### 1. Emergency assistance services

Classic Credit Cardholders receive global assistance, 24 hours a day, 7 days a week.

**Classic MasterCard Cardholders** can use the **MasterAssist Emergency Assistance Services** for a range of medical, legal and travel services.

MasterAssist is available by placing a collect call from wherever you are in the world to the MasterAssist Centre in the United States at 00-1-314-542-7111. If travelling in the USA, call toll free: 1-800-307-7309. Toll free numbers are also available for other countries on request.

**Classic VISA Credit Cardholders** can use the **VISA Emergency Assistance Services** for a wide range of legal, medical and other services.

Classic Credit Cardholders can access VISA Emergency Assistance Services in

the following countries: Australia: 1-800-450346, Canada: 866-639-1911, Hong Kong: 800-900-782, Singapore: 800-4481-250, United Kingdom: 0800-1695189, United States: 866-765-9644. In addition, Visa Emergency Assistance Services are available by placing a collect call to centres worldwide on 1410-581-79-31 or to the centres in Singapore on 00-65-345-1345. Detailed listing of VISA Toll free numbers, for various countries are available on request.

The VISA Helpdesk on 9622 000 123 provides VISA Credit Cardholders with the following information:

1. VISA ATM locations and branch locations where VISA Credit Cardholders can get cash advance.
2. Contact numbers for reporting lost/stolen Credit Cards, in India and overseas.
3. Contact numbers of VISA member banks that provide Credit Card replacement facility.

The Helpdesk facility is currently available in Bangalore, Baroda, Bhopal, Chandigarh, Chennai, Coimbatore, Emakulam, Hyderabad, Indore, Kolkata, Mumbai, New Delhi and Pune.

#### Payment for MasterAssist and VISA Emergency Assistance Services

All expenses for services rendered will have to be borne by the Classic Credit Cardholder. All services provided are subject to the terms and conditions of the MasterAssist Programme / VISA Emergency Assistance Services.

#### Zero lost-card liability claim procedure


In the event that you lose your Classic Credit Card, please report the loss to HSBC or to the VISA/MasterCard Global Emergency Assistance Helplines immediately. You are also required to file a police report for the lost/stolen Classic Credit Card and send us a copy of the acknowledged police report to enable us to process the insurance claim.

To report a lost Credit Card, you may call any of our Customer Service Officers in India or VISA/MasterCard Global Emergency Assistance Helplines. Please confirm the loss in writing to, **The Manager, Credit Cards, Post Box No.5080, Chennai - 600 028**. The Bank will arrange to replace your Classic Credit Card as soon as the instructions, in writing, of the loss and requesting for a replacement card, are received, so that you do not lose the convenience of your Classic Credit Card for long.

If you recover your Classic Credit Card after you have reported its loss, please do not attempt to use it. Instead, please destroy the Classic Credit Card by cutting it into several pieces.

## Monthly Statement

Your monthly Classic Credit Card statement of account is a comprehensive record of all activities on your Classic Credit Card for the statement period. If you find any discrepancy in the statement, please write to us immediately. For your convenience, a detailed explanation is given below.



**HSBC**  
The world's local bank

**CREDIT CARD STATEMENT**

PAYMENT SUMMARY	
Payment due date	Minimum payment due (₹)
Statement period	Total payment due (₹)


  

Credit limit (₹)	Cash limit (₹)*
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\*Cash limit availability is subject to the availability of the total credit limit.  
Please examine your statement within the prescribed period. If contents of the statement are deemed to be correct and accepted by you, unless you inform us of any discrepancies within the said prescribed period. For details please refer important notes overleaf.

Primary card number	Account number
---------------------	----------------

Contact details update: Tel No. (0000) 0000 0000  
email: \_\_\_\_\_  
(PAYMENT SLIP to be detached and returned with cash payments)

DATE	TRANSACTION DETAILS	AMOUNT (₹)	REMARKS
			

ACCOUNT SUMMARY			
Opening balance (₹)	Purchases & other charges (₹)	Payments & other credits (₹)	Net outstanding balance (₹)

REWARD POINT SUMMARY			
Opening balance	Earned	Redeemed	Closing balance

Message
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Incorporated in Hong Kong S.R.L. with limited liability. The Hongkong and Shanghai Banking Corporation Limited Visit us at www.hsbc.co.in

**Primary Classic Credit Card number:** This is your primary Classic Credit Card account number.

**Name and address:** This is your name and address as per our records. Please notify us of any change in your address/telephone numbers, in complete, immediately to ensure timely receipt of your statements.

**Credit Card type:** This refers to your Credit Card product type i.e. HSBC Visa Classic, HSBC Classic MasterCard, HSBC Corporate Credit Card, etc.

**Statement period:** This is the period for which transactions on your Classic Credit Card are listed in this statement. Note that only transactions received by the Bank during this period are listed. You may have made other transactions that are in the course of processing and thus not listed.

**Credit limit:** This is the maximum amount, which can normally be outstanding

against your Classic Credit Card account at any given time. This limit is also specified in the mailer accompanying your Credit Card.

**Date:** This refers to the date on which the transaction will reflect on HSBC's systems.

**Transaction details:** This section lists all domestic and international purchases and cash advances during the month, with a brief description of where the transaction was incurred. The name of the Merchant Establishment where you used your Classic Credit Card may differ from that shown on your statement. This happens when the merchant's trading name differs from its registered company name. Your copy of the sales slip will assist with this reconciliation. All overseas transactions (i.e. made in currency other than Indian Rupees, or the local currency of Nepal and Bhutan) will also reflect the currency of transaction and the amount in foreign currency denomination. This section also acknowledges payments received and balance brought forward, fees charged and any adjustments:

**Amount:** Lists the corresponding transaction amount in Indian Rupees against each purchase, cash advance or payment received. The letter 'CR' against an amount indicates a credit to your account

**Minimum payment due:** The minimum payment due for a month is normally 5% of the closing balance on the billing date, subject to a minimum of ₹ 100. (You may, of course, choose to pay a higher amount.)

However, if your statement shows an amount overlimit and/or an amount past due, then the total minimum payment due is 5% of the closing balance adjusted for the amount overlimit and the amount past due.

Please refer to page 33 for details

**Payment due date:** Normally, you need to pay the **minimum payment due** by the **payment due date** to avoid transactions getting declined and the levy of a late payment fee (refer to the tariff sheet for details). However, if your statement shows an **amount past due**, you need to pay this amount along with the **amount overlimit** (if any) immediately, to avoid transactions getting declined and the levy of late payment fee.

**Messages:** Useful and important information is provided to you each month through the statement message printed in the transaction area at the end of the statement.

**Rewards summary:** This gives you the details of the Reward points earned. Opening balance reflects points carried forward from your last statement. Points earned reflects the points earned on the spends incurred in this statement cycle. When you redeem your points, it will be reflected in the points redeemed section. Closing balance reflects your total points accumulated less redeemed. This information is not available for duplicate statements.

**Payment slips:** When making a payment towards the settlement of your Credit Card account dues, please enter your cheque details (name of drawee bank, the bank branch address and city, the cheque date and amount) in the assigned boxes of the tear-away payment slip from the statement. The amount payable and the payment due date are already included on the payment slip. Please attach this to your cheque/draft payment.

**When using the Skypak drop-box option or mailing payments to HSBC or making payment through an HSBC ATM/branch please make the cheque/draft payable to your "HSBC A/c No.". (Write your 16-digit Credit Card number). On the reverse of the cheque/draft please include your contact telephone number and your full name.**

## Settlement of outstandings of overseas transactions

- All expenses incurred overseas must be strictly in accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). Please note that the aggregate expenses you incur overseas (i.e. through cash/traveller's cheques/your bank accounts/Credit Card) should not exceed the limit set by RBI, as prevailing from time to time.
  - Credit Cardholders holding an RFC or EEFC account may pay for the overseas transactions incurred on their Credit Card account by a debit to their EEFC or RFC account. They may enclose a draft in US Dollars or Indian Rupees as payment.
  - Please note that the "Total Payment Due" shown on your Classic Credit Card statement reflects the total outstandings on your Classic Credit Card account and includes both, domestic and international transactions. Each international transaction will show the amount in the transaction currency together with the corresponding Rupee equivalent amount
  - All transactions (domestic and international) incurred by your additional Credit Cardholders will also be reflected on your Classic Credit Card statement. Additional Credit Cardholders are also required to ensure that the expenses they incur overseas are strictly in accordance with the Exchange Control Regulations of the RBI.
  - Foreign exchange transactions can be put through the Internet provided the purpose is otherwise allowed under the Foreign Exchange Management Act (FEMA), 1999.
  - Any payment you make towards your Classic Credit Card dues will be applied towards repayment of the total outstandings, either domestic or international, of your Classic Credit Card account and not against any single/specific amount charged to the account.
  - To track your overseas spends in order to ensure that they are within the permissible RBI limits, you will have to convert the equivalent Rupee amount shown on your statement for each overseas transaction to US\$, using the day's telegraphic transfer selling rate which can be obtained from your authorised dealer.
  - Your Classic Credit Card transactions outside India must be made strictly in accordance with Exchange Control Regulations of the Reserve Bank of India. In the event of any failure to do so, you will be liable for action under the Foreign Exchange Management Act, 1999.
- Any violation of the Exchange Control Regulations arising out of utilisation of this Classic Credit Card is the responsibility of the individual Classic Credit Cardholder (primary/additional) and he/she would be liable for action under the provisions of the Foreign Exchange Management Act (FEMA), 1999 and any other regulations in force from time to time. Please note the onus of ensuring compliance with the regulations is with the holder of the International Credit Card.**
- Please note: your Classic Credit Card is valid for use both in India and overseas. It is not however, valid for making foreign currency transactions in Nepal and Bhutan i.e. the transactions in currencies other than the local currency of Nepal/Bhutan or in Indian Rupees

## Payment options

You have a choice of eight convenient modes of payment to settle your monthly dues: **For payment involving cheque/draft, please make this payable to your “HSBC A/c No. \_\_\_\_\_”.** (Write your 16-digit Classic Credit Card number). **On the reverse of the cheque/draft, please include your contact telephone number and your full name.**

### 1. Through ATMs

You can settle your Classic Credit Card bills by depositing cash or a cheque into your Classic Credit Card account using HSBC ATMs in India, at any time of the day or night.

If you are an accountholder and have opted for the ATM access to your bank account with HSBC (as detailed on page 4), you can also transfer funds from your Savings or Current account to your Classic Credit Card account in settlement of your dues. Payment will reflect in the Classic Credit Card account at the end of the processing day / working day.

### 2. Standing instruction

If you are an accountholder with HSBC, you can issue a written Standing Instruction (SI) to have a pre-determined percentage of your monthly Credit Card outstanding automatically debited to your account with HSBC on the payment due date.

The account you nominate must be either your sole account or a joint account with “any” or “either” signing mandate. The system will automatically debit your designated account and credit your Classic Credit Card account. In case your account is not sufficiently funded and the standing instruction is declined, you shall be liable to pay Standing Instruction Fail Fee which will be levied on your next statement date.

Kindly note that if you make a manual payment(s) greater in value than your pre-determined SI amount, the SI will not get actioned for that month.

For example -

Outstanding amount = ₹ 50,000

Standing Instruction = 10% of outstanding amount = ₹ 5000

In this case, if a manual payment is made for an amount greater than ₹ 5000, then the SI will not get executed

### 3. Over the counter

You can also make your payments by cash or cheque, quoting your 16-digit Classic Credit Card number, at any HSBC branch in India and your cash or cheque will be deposited into your Classic Credit Card.

### 4. Mail cheque/draft

You can mail a cheque/draft, to the HSBC branch closest to you. Collection charges will not be levied for any HSBC cheques or other Bank cheques which are both payable and deposited in Ahmedabad, Bangalore, Chandigarh, Chennai, Coimbatore, Gurgaon, Hyderabad, Indore, Jaipur, Kochi, Kolkata, Ludhiana, Mumbai, Mysore, Nagpur, New Delhi, NOIDA, Pune, Trivandrum, Vadodara and Visakhapatnam, but will be levied (as per the tariff sheet on page 41) for cheques payable in other cities. In order to avoid being charged a late payment fee, please ensure that your cheque reaches us three working days prior to your payment due date as this will ensure that your cheque is cleared in good time. You are requested not to deposit any post-dated cheques while settling your Classic Credit Card dues.

Classic Credit Cardholders in Mumbai should send their payments to:

The Hongkong and Shanghai Banking Corporation Limited, Clearing Department, M.G. Road, Fort, Mumbai - 400 001.

### 5. The Skypak Drop-Box payment option

You can also make payment by dropping your cheque payment, at any of the Skypak Drop-Boxes in your city and the cheque will be sent to us by Skypak at no additional cost to you. This drop box facility is for cheque payments only. Please do not drop cash payments, customer instructions, damaged/mutilated cards in Skypak-Drop box.

Skypak drop box facility is currently available in 18 cities. Please call our customer service officers to find out the Skypak drop box site address closest to you. You can also access [www.hsbc.co.in](http://www.hsbc.co.in) for further information.

### 6. Electronic clearing system

You can make your payment directly by authorising us to debit an account (4 days prior to your due date) that you hold with any Bank. To use this facility, just fill in the acceptance form (please refer to page 45). This facility is available only in Mumbai and New Delhi.

### 7. Internet Banking

You can pay your bills conveniently by logging onto [online@hsbc](mailto:online@hsbc).

### 8. Phonebanking

You can use our state-of-the-art Phonebanking service to pay your HSBC Classic Credit Card bills conveniently. Please note that payments via Phone Banking will take place on the next working day.

Please note that payment made on Internet Banking and PhoneBanking will take place on the next working day.

### 9. Electronic Funds Transfer

You can make a payment towards your Classic Credit Card account via National Electronic Fund Transfer (NEFT), mentioning the complete 16 digit Classic Credit Card number.

## Terms and conditions for usage of the credit card

**IMPORTANT: Before you use your Credit Card, please read these TERMS & CONDITIONS carefully. By using the Credit Card, you are accepting the terms and conditions set out below and will be bound by them.**

### Definitions

1. **“Account”** shall mean any account with HSBC, including a Classic Credit Card Account, Savings Account/s, Current Account/s, term deposit account/s and/or any loan/overdraft account.
2. **“Additional Credit Cardholder/Add-on Cardholder”** means an applicant who is an individual to whom a Classic Credit Card bearing that individual’s name is issued by HSBC although the liability is shared, jointly and severally, with the primary Credit Cardholder.
3. **“Alerts”** means the customised messages sent as short messaging service (“SMS”) to the Credit Cardholder over his mobile phone.
4. **“Applicant”** means: (i) any person who has signed the Classic Credit Card application form which is accepted by The Hongkong and Shanghai Banking Corporation Limited (HSBC)
5. **“Billing Cycle”** means the period for which the Credit Card statement is generated.
6. **“Credit Card”** means, , the Classic Credit Card issued by HSBC to an applicant.
7. **“Credit Card account”** means the account opened and maintained by HSBC

- for the purpose of use of the Classic Credit Card as per the terms and conditions contained herein.
8. A **“Credit Card Upgrade”** is defined as changing the card type (Classic/Gold/Platinum) to a higher category card. Eg. Classic Credit Card to a Platinum Credit Card.
  9. A **“Credit Card Transfer”** is defined as changing the card type to a card of equivalent category. Eg. HSBC Classic Credit Card to an HSBC Westside Classic Credit Card
  10. **“Credit Cardholder”** means an Applicant who has been issued a Classic Credit Card by HSBC.
  11. **“Credit Limit”** means the maximum amount that can be outstanding against the Credit Card Account at any point of time.
  12. **“CSP”** means the Cellular Service Provider with whom the HSBC has an arrangement for providing the Facility;
  13. **“Customer Service Centre”** means HSBC PhoneBanking service centre.
  14. **“Customer Service Officer”** means HSBC service agents.
  15. **“Finance Charge”** means the interest that is levied on the Classic Credit Card account when the full payment is not made by the due date. A description of Finance Charge computation and associated interest rate can be found in the Tariff Sheet on page 42.
  16. **“HSBC”** means The Hongkong and Shanghai Banking Corporation Limited, India its successors and assignees.
  17. **“International Transactions”** mean transactions carried out by the Credit Cardholder on his/her internationally valid Classic Credit Card outside India, Nepal & Bhutan.
  18. **“Late Payment Fee”** is the charge levied on the Classic Credit Card account when the Credit Cardholder fails to make a payment for an amount more than or equal to his Minimum Payment Due by the Payment Due Date as mentioned on the monthly Classic Credit Card statement.
  19. **“Merchant Establishments”** shall mean establishments wherever located which honour the Classic Credit Card and shall include amongst others stores, shops, restaurants, hotels, airline organisations and mail order advertisers, including mail order outlets (whether retailers, distributors or manufacturers), advertised by HSBC or VISA/MasterCard International.
  20. **“Minimum Payment Due”** means minimum payment at such rates applicable from time to time and as advised by HSBC in the Tariff Sheet. The Minimum Payment Due (MPD) calculation is explained under Finance Charges/Fees on page 42.
  21. **“Net Outstanding Balance”** means the amount outstanding on the statement billing date including the unbilled instalments in addition to outstanding amounts on Purchases, Cash withdrawals, Balance Transfers and Loan on Phone transactions on the Credit Card.
  22. **“Payment Due Date”** means the date by which payment must be received by HSBC.
  23. **“Person”** means any individual, corporation, firm, company, institution, or other natural or legal person whatsoever.
  24. **“Primary Credit Cardholder/Credit Cardholder”** means an applicant in whose name HSBC has determined to open a primary Classic Credit Card account.
  25. **“Product Provider”** means third parties who are in the business of providing products and services
  26. **“Service Provider”** means third party utility service provider or any other service provider for eg. CSP, Electricity distributor, Gas distribution agencies,

Insurance Providers, etc.

27. **“SMS Facility”** means the facility of receiving Alerts.
28. **“Statement”** means a monthly statement of Classic Credit Card account sent by HSBC to a Credit Cardholder setting out the financial liabilities on that date, of the primary Credit Cardholder and any additional Credit Cardholder to HSBC in respect of the Classic Credit Card account.
29. **“Total Payment Due”** means total payment due in the current month
30. **“Transaction”** means any instruction given by an individual using a Classic Credit Card directly or indirectly to HSBC to effect action on the Classic Credit Card (examples of “transaction” instructions could be a sales slip, a cash advance slip or a mail order coupon).
31. **“Verbal application”** means Credit Cardholders request/consent obtained on recorded telephonic with HSBC or its representatives.

#### Classic Credit Card Usage

1. The Classic Credit Card is valid worldwide.
2. On the request of the Primary Credit Cardholder, HSBC may issue Add-on Credit Card(s) to the person(s) who is/are not of age. The Primary Credit Cardholder shall irrevocably confirm all dues in respect of the HSBC Credit Card(s) utilised for services availed and goods purchased from eligible service establishments / merchants and any Add-on cardholder(s) will be payable by the Primary Credit Cardholder and the Primary Credit Cardholder guarantees the payment towards the same in his capacity as the principal cardholder. The Primary Credit Cardholder acknowledges that the existence of this account and details thereof (including details of Credit Card transactions and any defaults committed by the Primary Credit Cardholder), will be recorded with credit reference agencies and such information (including processed information) may be shared with banks / financial institutions and other credit grantors for the purposes of assessing further applications for credit by the Primary Credit Cardholder and / or members of his household, and for occasional debt tracing and fraud prevention. The Primary Credit Cardholder authorises HSBC to share information relating to his/her Credit Card account, including information relating to any Add-on Cardholder(s).
3. If the Credit Cardholder needs to surrender the Credit Card to the HSBC, the same shall be cut into several pieces through the magnetic strip before surrendering the same. If the Credit Card is surrendered without cutting into several pieces, the Credit Cardholder shall remain liable for any misuse that takes place subsequent to the Credit Card being surrendered to the HSBC. This applies to any method (mail, personal handing over, etc.) that is used to surrender the Credit Card.
4. The Credit Cardholder must sign the Credit Card immediately upon receipt, and must not permit any other person to use it and should safeguard the Credit Card from misuse by retaining it under the Credit Cardholder’s personal control at all times.
5. The Credit Cardholder shall destroy his old Credit Card, on receipt of renewed Credit Card, by cutting it into several pieces. The renewed Credit Card shall be sent to the Credit Cardholder before the expiry of the old Credit Card at the discretion of HSBC, upon evaluation of the conduct of the Credit Card account. HSBC reserves the sole right of renewing the Credit Card account on expiry.
6. The Credit Cardholder must sign a sales slip, cash advance slip, or mail order coupon whenever the Credit Card is used and should retain the copy. Copies of the sales or cash advance slip may be furnished by HSBC at an additional charge. Any sales, cash advance slip, or mail order coupon not personally signed by the Credit Cardholder but which can be proved as being authorised by the Credit Cardholder will be the Credit Cardholder’s liability.

7. The Credit Cardholder will be responsible for all facilities granted by HSBC in respect of the Credit Card and for all transactions and charges accrued on these facilities, notwithstanding the termination of this agreement.
8. The Credit Card is acceptable at any VISA/MasterCard merchant outlet worldwide depending on the brand of Credit Card used. Whilst HSBC will not accept responsibility for any dealings the merchant may have with the Credit Cardholder including but not limited to the supply of goods or services, HSBC will try and assist the Credit Cardholder, wherever possible. For this the Credit Cardholder should notify HSBC of the complaint immediately along with supporting documents. Should the Credit Cardholder have any complaints concerning any Visa/MasterCard Merchant Establishment, the matter should be resolved by the Credit Cardholder with the Merchant Establishment and failure to do so will not relieve the Credit Cardholder from any obligations to HSBC.
9. HSBC accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Credit Card account with the transaction amount.
10. All charges for jewellery, electronic goods and cash will be approved selectively at HSBC's discretion in the first six months of Credit Card membership.
11. The Credit Cardholder will be responsible for any standing instructions issued by the Credit Cardholder on the Credit Card in relation to other Service Providers. The Credit Cardholder will also be responsible to advise the Service Provider directly of any change in the Credit Card number for payment mandates/direct debits the Credit Cardholder has authorised on the Credit Card, irrespective of the change being an outcome of instructions/action emanated from the Credit Cardholder or from HSBC. HSBC accepts no responsibility for any disputes between the Credit Cardholder and such other Service Provider/s. Disputes, if any, must be resolved directly between the Credit Cardholder and such Service Provider/s.
12. HSBC shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of decline of a charge because of exceeding foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, on HSBC becoming aware of the Credit Cardholder exceeding his entitlements.
13. Utilisation of the Credit Card must be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). In the event of the Credit Cardholder's failure to comply with the same, the Credit Cardholder shall be liable for action under the Foreign Exchange Management Act, 1999 and may be debarred from holding HSBC's Credit Card valid worldwide, either at the instance of HSBC or the RBI. The Credit Cardholder shall indemnify and hold harmless HSBC from and against any and all consequences arising from the Credit Cardholder / the additional Credit Cardholder not complying with the Exchange Control Regulations of the RBI.
14. Non-resident Indians can hold an International Credit Card provided all dues arising out of its use in India/abroad are met out of a NRE / NRO account held with HSBC or by inward remittances.
15. The Credit Cardholder shall not use the Credit Card as payment for any illegal purchase.
16. HSBC reserves the right to honour, refer or decline any transaction on the Credit Card, at its sole discretion and without assigning any reason whatsoever.
17. If HSBC becomes aware of suspicious/irregular/high-risk transactions or authorisation requests being made/attempted on the Credit Card account, it

reserves the right to temporarily block the available credit limit in the Credit Card account, only if the Credit Cardholder is not contactable to confirm the transactions. This measure is being taken to safeguard the interests of the Credit Cardholder as well as HSBC.

18. International Credit Cards cannot be used on the Internet or otherwise for purchase of prohibited items, like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call-back services, etc.
19. You can contact HSBC for clarification with respect to permissible Foreign Exchange transactions.

#### **Credit Limit**

1. In the event of exceeding the Credit Limit assigned, an overlimit fee is levied by HSBC, once every Billing Cycle, at the prevailing rate.
2. In case the Credit Cardholder exhausts the Credit Limit sanctioned, the Credit Card will not be invalidated, but all transactions initiated by the Credit Cardholder beyond the Credit Limit sanctioned will be declined till the Credit Card account is funded fully or partly so as to bring the outstanding within the Credit Limit.
3. The Credit Limit and cash withdrawal limit (40% of Credit Limit or as decided by the bank from time to time) are communicated to you in your monthly card statement. The available Credit Limit is provided as part of the monthly statement.
4. The Credit Limit approved on the account is shared between the Primary Cardholder and Add-on (additional) Credit Cardholder(s) (if any)
5. The Credit Cardholder understands that HSBC may conduct periodic reviews of the Account based on the Credit Cardholder's spending and payment patterns and / or based on HSBC's policy and discretion. HSBC reserves its right to reduce the Credit Limit without any prior notice or intimation. In such an event, the Credit Cardholder will be informed about the revised Credit Limit. Usage of the Credit Card shall be deemed as acceptance of the Credit Limit granted from time to time.
6. The Credit Cardholder may apply for a review of his assigned Credit Limit at any time after first six months of satisfactory Credit Card operations. HSBC may at its sole discretion, as a result of a reasonable assessment of credit risks associated with the Credit Card account or the Credit Cardholder based on information available to HSBC, reduce the Credit Limit of such accounts as it thinks fit without prior notice to the Credit Cardholder. **HSBC may also at its sole discretion, without prior notice to the Credit Cardholder, reduce the Credit Limit where the Minimum Payment Due has not been received by the Payment Due Date.**
7. Further, the Credit Cardholder may request HSBC for an increase in his Credit Limit. In any such case, HSBC may request the Credit Cardholder for financial documents declaring his income, and may, at its sole discretion, increase the Credit Limit. A Credit Cardholder may also request HSBC for a decrease in the Credit Limit, subject to the minimum limits set by HSBC. The Credit Cardholder expressly understands that if the Credit Limit is reduced, further enhancements will be at the discretion of the Bank. Further, the Credit Cardholder expressly agrees that while processing a Credit Cardholder's request for an increase in Credit Limit, HSBC may share this information with Credit Reference Agencies.
8. HSBC may offer the Credit Cardholder an increase in his/her Credit Limit based on periodic review of the Credit Card account. HSBC will take the consent of the Credit Cardholder prior to effecting the increase in Credit Limit through any of the following channels – SMS, E-mail, Voice Response or physical letter. HSBC's decision in matters pertaining to Credit Limit increase will be final and binding

## Billing

1. All the Credit Card transactions will be posted in the Credit Card Account.
2. When the Credit Card account has an outstanding balance, HSBC will send a monthly itemised statement of account. This statement will provide details on:
  - a) **Net Outstanding Balance.**
  - b) **Total Payment Due,**
  - c) **Minimum Payment Due**
  - d) **"Payment Due Date".**

If payment is made by cheque, the funds must be realized in the card account atleast three working days before the payment due date
3. Non-receipt of statement would not affect the Credit Cardholders obligations and liabilities.
4. A purchase and a subsequent credit for cancellation of goods/services like air/ rail tickets are two separate transactions. The Credit Cardholder must pay for the purchase transaction as it appears on the Credit Card statement to avoid the charging of any fee. The refund will only be credited to the Credit Card account (less cancellation charges) as and when received from the merchant. If the credit is not posted to the Credit Card account within 30 days from the date of refund, the Credit Cardholder must notify HSBC.
5. It is also necessary that a copy of the credit note should be sent along with the Credit Cardholder's notification to HSBC.
6. All charges incurred in foreign currency will be billed in the Credit Cardholders billing statement in Indian Rupees. The Credit Cardholder authorises HSBC and VISA/MasterCard to convert charges incurred in a foreign currency to the Indian Rupee equivalent thereof at such rate as HSBC and VISA/MasterCard may from time to time designate. For transactions incurred overseas on a MasterCard, MasterCard settles the transaction with the Issuing Bank in USD irrespective of currency of spends.
7. *For reporting billing discrepancies, cardholders can either call the Customer Service Centre (numbers are provided on the reverse of the monthly statement) or write to info@hsbc.co.in or write to Manager, Credit Card Services, No. 96, Dr Radhakrishnan Salai, Mylapore, Chennai - 600004. All grievances escalations should be marked to Mrs. Sathya Srinivasan, Nodal Officer, The Hongkong and Shanghai Banking Corporation Limited, No 96, Dr Radhakrishnan Salai, Mylapore, Chennai - 600004, Email: nodalofficerinm@hsbc.co.in. You may contact the Nodal Officer Team at the following contact number between 09:30 AM to 06:00 PM, Monday to Friday. Ph: +91 44 - 3911 1217.*

## Payment

1. Cheques/Drafts forwarded to HSBC for clearance of dues must be drawn on payable at any city where HSBC has a branch. Cheques/Drafts drawn or deposited outside these areas are subject to a collection charge at the then prevailing rate. Payments will be credited to the Credit Card account on receipt, but should the payment instrument/ECS subsequently be dishonoured, the Credit Card account may be suspended, the Credit Card would be cancelled and the full outstanding balance will become immediately due and payable. HSBC will, at its sole discretion, take necessary measures to recover the money and this may include filing a criminal case under the Negotiable Instruments Act.
2. If the payment of the whole of the statement closing balance is received by HSBC on or before the Payment Due Date, no finance charge will be payable.
3. If the Credit Cardholder wishes to have the extended credit facility and pay HSBC an amount less than the statement total payment due, the entire outstandings from the date of the transaction will attract a finance charge. All new transactions will also attract a Finance Charge from the date of transaction at the prevailing rate

once the account uses the extended credit facility. This charge will be debited on the last day of the Billing Cycle and will be applied on daily balances.

4. While settling the Credit Card dues post-dated cheques should not be deposited.
5. If the Minimum Payment Due is not paid by the Payment Due Date, a Late Payment Fee will be debited to the Credit Card account on the last day of the Billing Cycle. HSBC also reserves the right to levy penal Finance Charges at a rate higher than the normal rate, in case Minimum Payment Due is not received before the Payment Due Date.
6. Returns, reversals and refunds will not be treated as payments and will not affect the Minimum Payment Due.
7. The payment will be applied to the items on the Credit Card statement in accordance with the Payment Hierarchy described on page 41.
8. The Credit Cardholder is deemed to have received each statement of account for the preceding month, either on actual receipt of the statement of account or 10 days after the dispatch of the statement of account by the HSBC, whichever is earlier (prescribed period). Upon receipt of each statement of account and in any event no more than 30 (thirty) days from the period mentioned above, the Credit Cardholder agrees to immediately notify HSBC of any errors, omissions, irregularities, including any fraudulent or unauthorized transactions or any other objections the Credit Cardholder has to that statement of account. If the Credit Cardholder fails to notify HSBC within 30(thirty) days, the statement of account and all entries therein, will be conclusive evidence of the correctness of the contents and binding upon the Credit Cardholder and/or any person claiming under or through such Credit Cardholder with the requirement for further proof and HSBC will be released from all liability for any transaction(including all charges, damages and losses of any kind whatsoever, taxes, levies, fines, fees or penalties suffered and or incurred) occurring up to the date of the most recent statement of account except for transaction which the Credit Cardholder gave notice of in accordance with this section.
9. Duplicate statements will only be provided for up to the last six months on the request of the Credit Cardholder and payment of the assessed fee as per the tariff sheet. Duplicate statement requests placed via ATMs will also be charged the fee as per the tariff sheet.
10. HSBC has the sole discretion to appoint agents for recovery of outstandings or initiate any other actions allowed by law for recovery of all monies owed to HSBC without any specific communication in this regard.
11. HSBC shall not pay any interest to the Cardholder on any credit balance in the Cardholder's credit card account.

## Fees

1. Joining fees and Annual membership fees are applicable on the Primary and Add-on Credit Card(s). These fees may vary depending on the offer under which the HSBC Credit Card has been availed by the Credit Cardholder. These fees, including fees for any Add-on Credit Cardholder(s), as applicable, are charged to the Primary Credit Cardholder's Credit Card account on issuance / renewal and the same would be reflected in the monthly Statement of the month in which it is charged. No refund of fees will be available if the Credit Card is terminated.
2. All cash advances attract a transaction fee at the prevailing rate. The fee will be debited to the Credit Card account at the time of posting of the Cash Advance. Cash Advances will also be subject to a Finance Charge calculated on daily balances from the date of withdrawal until the entire amount along with the charges are cleared. The Finance Charge will be debited to the Credit Card account on the last day of the Billing Cycle.

## Lost or stolen Credit Card

1. In the event the Credit Card is lost or stolen, the Credit Cardholder must report

the occurrence to any office of HSBC in India or any VISA / MasterCard Global Emergency Assistance Helplines in writing or by calling Customer Service Center. The Credit Cardholder must also file an FIR with the local police station and send a copy of the FIR to HSBC.

2. The Credit Cardholder will not be liable for any transaction made on the Credit Card after reporting the loss / theft / misuse to HSBC.
3. Although loss or theft may be reported as mentioned above (1), the Credit Cardholder must confirm to HSBC in writing. A copy of the acknowledged police complaint must accompany the written confirmation. The Credit Cardholder agrees to indemnify HSBC fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the credit card, in the event that it is lost and not reported to HSBC or lost and misused before HSBC is informed.
4. Provided the Credit Cardholder has in all respects complied with the terms and conditions, a replacement Credit Card may be issued at the sole discretion of HSBC at the applicable fee.
5. Should the Credit Cardholder subsequently recover the Credit Card, the recovered Credit Card must not be used. The Credit Cardholder should destroy the Credit Card by cutting it into several pieces through the magnetic strip.

#### **Additional Credit Cards**

In case the Credit Cardholder requests and authorises HSBC to issue an additional Credit Card to the person/s who is / are not less than 18 years of age for operation on his/her Credit Card account, the Credit Cardholder irrevocably confirms that any fees, charges, interest etc. and all dues in respect of the additional Credit Card/s utilised for services availed and goods purchased from eligible service establishments / merchants by the Additional Cardholder/s will be payable by the Credit Cardholder and the Credit Cardholder guarantees the payment towards the same in his/her capacity as the Primary Credit Cardholder. The Credit Cardholder authorises HSBC to share Credit Card and the transaction(s) details of the additional card/s with other Credit Card issuers and / or financial institutions and / or other entities and / or other regulatory authorities as HSBC may deem fit.

#### **Change of Credit Card Type**

1. For the purpose of Credit Card upgrade / downgrade / transfer, the hierarchy in increasing order will be – Classic, Gold, Platinum and Premier.
2. HSBC has the right to downgrade the Credit Card type of the Credit Cardholder basis the spending and payment pattern of the Credit Cardholder or any other behavioural criteria which HSBC may deem fit. The Credit Cardholder will however be informed of any change in card type.
3. The Credit Cardholder may apply for Credit Card upgrades or transfers
4. HSBC reserves the right to levy a Transfer / Upgrade Fee of ₹ 99 in all cases where a card type is changed whether for upgrade or transfer.
5. Wherever Credit Card downgrade is initiated by HSBC, the Transfer / Upgrade fee shall not be levied to the cardholder's account.
6. HSBC's decision in matters pertaining to change of Credit Card type shall be final and binding.

#### **Fuel Surcharge Waiver**

1. Each fuel purchase transaction for an amount between ₹ 400 and ₹ 4,000 (inclusive of both amounts and excluding the surcharge amount) made on the Credit Card is eligible for the fuel surcharge waiver @ fee of ₹ 349 p.a.
2. Any fuel purchase transaction for ₹ 399 and below will not be eligible for the fuel surcharge waiver and will continue to be levied with a surcharge amount

of ₹ 10.

3. Any fuel purchase transaction for ₹ 4001 and above will not be eligible for the fuel surcharge waiver and will continue to be levied with a surcharge amount equivalent to 2.5% of the total transaction amount.
4. Eligible fuel purchases made at petrol pumps with either HSBC Electronic Draft Capture (EDC) terminals or other bank EDC terminals will be levied with the applicable fuel surcharge amount at the time of purchase and this will appear on the Credit Cardholder's monthly statement of account. This surcharge will subsequently be reversed for eligible transactions. The levied surcharge will not be reversed for transactions which are not eligible for the Fuel Surcharge Waiver (i.e. transactions of ₹ 399/- and below and ₹ 4001/- and above)
5. A consolidated reversal of the surcharge amount levied will reflect in the Credit Cardholders subsequent monthly statement of account.
6. Surcharge waiver will be restricted to ₹ 100 per calendar month per Primary Credit Card.
7. For transactions eligible for surcharge waiver reward points will not be awarded.
8. Service tax levied on fuel transactions is beyond HSBC's jurisdiction and cannot be reversed by HSBC.
9. HSBC has the right to change the contract regarding fuel surcharge waiver, modify the slabs or remove them completely, without prior notice.
10. Credit Card accounts that are delinquent or over limit shall not be eligible for the fuel surcharge waiver.

#### **Railway Surcharge**

In line with the current VISA/MasterCard rules, all railway transactions made at the reservation counter will attract a service charge of ₹ 10 or 2.5% of the transaction amount, whichever is higher. For bookings made on the Indian Railways website for train reservations, these service charges will be in line with the bank whose payment gateway is used for making the payment. In addition, the railways will also levy a processing charge of ₹ 30 per transaction. This charge is not levied by HSBC but by the acquiring bankers to the railways.

#### **Rewards Programme**

1. With effect from 01 August 2009, Classic Credit Cardholders will earn 1 Reward Point for every ₹ 250 spent.
2. Reward points will be offered only for purchases made on the Credit Card. Cash advances, any other fees/charges and disputed transactions will not accrue Reward points.
3. Reward point expiry will follow a Rolling Expiry system with a Reward point validity period of 2 years, Reward points earned during the 1st year of card membership, if not redeemed, will expire at the end of the 2nd year of card membership, Reward points earned during the 2nd year of card membership, if not redeemed, will expire at the end of the 3rd year and so on. The 1st year of card membership begins from the date of Credit Card issuance. For instance, for a Credit Card issued on 10 Mar 2007, the Reward points earned from 10 Mar 2007 to 10 Mar 2008, if unredeemed, will expire on 31 Mar 2009.
4. Credit Cardholders are eligible for the programme only as long as their Credit Card account and all linked accounts are valid and in good standing i.e. there are no amount overdue.
5. Purchases on the Additional Credit Cards will accrue Reward points. These reward points can be redeemed only by the Primary Credit Cardholder.

6. The Credit Cardholder cannot transfer reward points to another cardholder. The Credit Cardholder can, however, combine Reward points of his/her multiple Credit Cards at the time of redemption.
7. Reward points can be redeemed against annual fees, gift vouchers, airline miles and charities by the Primary Credit Cardholder only.
8. Redemption of reward points is not automatic. Credit Cardholders will have to fill in the redemption form and mail it to The Manager, Card Products Division, Post Box No. 5080, Chennai - 600 028. Credit Cardholders can also visit [www.hsbc.co.in](http://www.hsbc.co.in) or use the PhoneBanking facility to redeem their points.
9. Any redemption request received by HSBC will be fulfilled in approximately three weeks time from the date of receipt.
10. HSBC reserves the right to wholly or partly modify the Rewards Programme or introduce fee structure for availing this benefit. HSBC also reserves the right to change the reward point conversion rate, withdraw Reward points awarded or to vary any of the terms and conditions herein in its absolute discretion and without prior notice to Credit Cardholders.
11. Delivery will be made only at the billing statement address against written acknowledgement of receipt of goods by any occupant at the address. ₹ 50 will be debited to the Credit Card account towards handling charges for all goods and services.
12. In the event of the Credit Card being voluntarily closed by a Credit Cardholder, the Reward points that are in the Credit Card account can be redeemed within one month of Credit Card closure. In case the Credit Cardholder fails to redeem these points within one month of closure, the Reward points will automatically lapse.
13. Any disputes arising out of vouchers issued by Merchant Establishments that are defective or deficient in number must be addressed in writing to Manager, HSBC Card Products Division, Post Bag No. 5080 Chennai – 600 028 within 7 days of receipt. Any claims made after 7 days shall not be entertained and the Credit Cardholder shall be deemed to be satisfied with the vouchers.
14. Terms and conditions stated herein do not amount to commitment or representation by HSBC to conduct such programmes.
15. For the complete and updated terms and conditions pertaining to the Rewards Programme kindly refer to the Rewards Programme section on [www.hsbc.co.in/credit-cards](http://www.hsbc.co.in/credit-cards). Usage of the programme will be deemed as automatic acceptance of the said terms and conditions.

#### **Premium Offers**

1. HSBC has entered into marketing arrangements with leading Service/Product Providers to provide premium offers to its Credit Cardholders. The offers may include preferential pricing and/or service benefits.
2. All disputes between a Credit Cardholder and the Service Provider/Product Provider shall be resolved between them and HSBC shall not be responsible for the quality of any of the offerings by the respective marketing partner.

#### **ATM related**

Where an “AnyTimeMoney” or other facility has been incorporated in the Credit Card, so that it may be used to effect banking transactions (on any account other than the Credit Card account) at Automated Teller Machines (ATMs), the use of such a facility will be subject to the relevant HSBC ATM terms and conditions in addition to the terms and conditions herein.

Please note that effective April 2009, some banks may levy an access fee for use of their ATMs abroad which is over and above the ATM cash withdrawal charge levied by HSBC.

### **SMS Alerts**

#### **1. Availability**

- 1.1 The SMS Facility is made available to the Credit Cardholder, at the sole discretion of HSBC and may be discontinued by HSBC at any time, without notice. The SMS Facility is currently available only to resident Indian Credit Cardholders with Accounts with HSBC branches in India.
- 1.2 The SMS Facility is available in certain specific regions and to subscribers of mobile phones of certain specific CSPs in India. The Credit Cardholder understands that unless he is a subscriber of the specific CSPs, the SMS Facility will not be available.
- 1.3 The Alerts will be sent to the Credit Cardholder only if the Credit Cardholder is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs.
- 1.4 HSBC may, if feasible, extend the Facilities to other cellular circles as well as to subscribers of such other CSPs, from time to time.

#### **2. Process**

The Credit Cardholder acknowledges that Alerts will be implemented in a phased manner. HSBC may, from time to time, change the features of any Alert.

#### **3. Joint Accounts**

The SMS Facility will be available only in relation to accounts held in sole name or in case of “either/survivor” instructions, only to the primary or first named signatory.

#### **4. Receiving Alerts**

- 4.1 The Credit Cardholder is responsible for intimating to HSBC any change in his phone number or email address or Account details.
- 4.2 The Credit Cardholder acknowledges that to receive Alerts, his mobile phone must be in an “switched on” mode. If the Credit Cardholder’s mobile phone is kept “switched off” for a continuous period 48 hours from the time of delivery of an Alert message by HSBC, that particular message would not be received by the Credit Cardholder.
- 4.3 The Credit Cardholder acknowledges that the SMS Facility is dependent on the infrastructure, connectivity and services provided by the CSPs and other Service Providers engaged by HSBC for the purpose of providing the SMS Facility. The Credit Cardholder accepts that timeliness, accuracy and readability of Alerts sent by HSBC will depend on factors affecting the CSPs and other Service Providers. HSBC shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the Credit Cardholder.
- 4.4 HSBC shall endeavour to provide the SMS Facility on a best effort basis and the Credit Cardholder shall not hold HSBC liable for non-availability of the SMS Facility or non-performance by any CSPs or other Service Providers or any loss or damage caused to the Credit Cardholder as a result of use of the SMS Facility (including relying on the Alerts for the Credit Cardholder’s investments or business purposes) for causes which are not attributable to HSBC. HSBC shall not be liable in any manner to the Credit Cardholder in connection with the use of the SMS Facility.
- 4.5 The Credit Cardholder accepts that each Alert may contain certain Account information relating to the Credit Cardholder. The Credit Cardholder authorises HSBC to send Account related information, though not specifically requested, if HSBC deems that the same is relevant.

#### **5. Withdrawal or Termination**

HSBC may, in its discretion, withdraw temporarily or terminate the SMS

Facility, either wholly or in part, at any time. HSBC may, without prior notice, suspend the SMS Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the SMS Facility.

#### 6. Fees

HSBC may at its sole discretion revise the charges/ fees for use of any or all of the SMS Facility, by notice to the Credit Cardholder. The Credit Cardholder may at any time discontinue or unsubscribe to the said SMS Facility after providing a 30 day notice period to the HSBC. The Credit Cardholder shall be liable for payment of such airtime or other charges which may be levied by the CSP in connection with the receiving of the Alerts, as per the terms and conditions of the CSP and HSBC is in no way concerned with the same.

#### 7. Disclaimer

7.1 HSBC will not be liable for loss of any information/instructions/Alerts in transmission nor be responsible for security of the transmission.

7.2 HSBC will not be concerned with any dispute between the Credit Cardholder and the CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each Alert.

#### 8. Disclosure

The Credit Cardholder accepts that all information will be transmitted to and /or stored at various locations and be accessed by personnel of HSBC (and its affiliates). HSBC is authorised to provide any information or details relating to the Credit Cardholder or his Account to the CSPs or any Service Providers so as to enable them to provide any services to the Credit Cardholder.

#### 9. Liability and Indemnity

The Credit Cardholder shall not interfere with or misuse in any manner whatsoever the SMS Facility and in the event of any damage due to improper or fraudulent use by the Credit Cardholder, the Credit Cardholder shall be liable in damages to HSBC. In consideration of HSBC providing the SMS Facility, the Credit Cardholder agrees to indemnify and keep safe, harmless and indemnified HSBC from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which HSBC may at any time incur, sustain, suffer or be put to as a consequence of or arising out of acting in good faith acting on omitting or refusing to act on any instructions given by use of the SMS Facility. The Credit Cardholder shall agree to an ongoing confirmation for use of name, email address and mobile number for marketing / merchandising offers between HSBC and other companies. The Credit Cardholder shall indemnify HSBC for any unauthorised access by any other person to any information given by the Credit Cardholder or breach of confidentiality.

#### 10. Amendment

HSBC may amend the above terms and conditions, at any time without prior notice to the Credit Cardholder and such amended terms and conditions will thereupon apply to and be binding on the Credit Cardholder.

#### Services by third parties

Travel benefits and preferential offers on leading brands are offered on the Credit Card by a select range of marketing partners. HSBC makes no representations about the quality of their services and will not be responsible if the service is in any way deficient or otherwise unsatisfactory.

#### Disputes

1. These Terms and Conditions will be governed by and be construed in accordance with the laws of India. All disputes are subject to the exclusive jurisdiction of the Courts in Mumbai, irrespective of whether any other Court

may have concurrent jurisdiction in the matter.

2. The Credit Cardholder shall be liable for all costs associated with collection of dues, legal expenses and decretal amounts with interest, should it become necessary to refer the matter to any agent or where legal resources for enforcement of payment has been taken.

#### Disclosure of information

1. When requested by HSBC, the Credit Cardholder shall provide any information, records or certificates relating to any matters that HSBC deems necessary. The Credit Cardholder authorises HSBC to verify the information furnished by whatever means or from whichever source HSBC deems necessary. If the data is not provided or incorrect data is provided, HSBC, at its discretion, may refuse renewal of the Credit Card or cancel the Credit Card forthwith and demand payment of all outstanding on the Credit Card account.

2. The Credit Cardholder expressly recognises and accepts that HSBC shall be absolutely entitled and have full power and authority to sell, transfer or assign any or all outstanding and dues on the Credit Card account to any third party of HSBC's choice and written intimation by HSBC to the Credit Cardholder of any such action, shall bind the Credit Cardholder to accept any such third party as the Creditor and to pay over such outstanding and dues to the third party relieving the Credit Cardholder of any such obligation to HSBC.

3. If the Minimum Payment Due payable does not get paid by the Credit Cardholder, the Credit Cardholder's name may be liable for inclusion in the defaulter databases to be shared with other lenders and credit rating agencies. The right to do so lies with HSBC.

4. HSBC reserves the right to disclose the Credit Cardholder's information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other wing of Central Government or State Government.

5. The existence of Classic Credit Card account and details thereof (including details of Credit Card transactions and any defaults committed by the Credit Cardholder), will be recorded with credit reference agencies and such information (including processed information) may be shared with banks / financial institutions and other credit grantors for the purposes of assessing further applications for credit by the Credit Cardholder and/or members of the Credit Cardholder's household, and for occasional debt tracing and fraud prevention. The Credit Cardholder accordingly authorises HSBC to share information relating to the Credit Cardholder's Credit Card account, including information relating to any Add-on Credit Cardholder(s).

6. HSBC may also provide information relating to credit history / repayment record of the Credit Cardholder/s to a credit information company (specifically authorized by RBI), in terms of the Credit Information Companies (Regulation) Act, 2005.

7. As per RBI guidelines, HSBC provides credit information relating to its Credit Cardholders to Credit Information Bureau (India) Limited (CIBIL) on a monthly basis. The information provided reflects the status as at the previous month-end and includes information regarding whether the Credit Card account is regular or delinquent. In the event a Credit Card account is delinquent as on the date of such reporting and the account is subsequently regularised, the status of the account will only be updated prospectively, at the time of the next monthly reporting. As per CIBIL, all changes in the Credit Cardholder's status are updated within a maximum of 30 days. To avoid any adverse credit history with CIBIL, the Credit Cardholders should ensure that they make timely payment of the amount due on the Credit Card account.

8. The Credit Cardholder acknowledges that HSBC remains entitled to assign

any activities to any third party agency at its sole discretion. The Credit Cardholder further acknowledges the right of HSBC to provide details of the Credit Card account, including those of any Add-on Credit Cardholder(s), to third party agencies for the purpose of availing of support services of any nature by the HSBC, without any specific consent or authorisation from the Credit Cardholder and / or any Add-on Credit Cardholders.

9. The Credit Cardholder understands that as a pre-condition, relating to grant of loans/advances/other non-fund-based credit facilities to the Credit Cardholder, HSBC requires consent for the disclosure by HSBC, of information and data relating to the Credit Cardholder / Add-on Credit Cardholder(s), of the credit facility availed of / to be availed of by the Credit Cardholder, obligations assumed / to be assumed by the Credit Cardholder, in relation thereto and default, if any, committed by the Credit Cardholder in discharge thereof..
  - i. Accordingly, the Credit Cardholder hereby agrees and gives consent and confirms that the Credit Cardholder has obtained consent from the Add-on cardholder(s) for the disclosure by HSBC of all or any such; (a) information and data relating to the Credit Cardholder / Add-on Cardholder(s) (b) the information or data relating to the credit facility availed of / to be availed of by the Credit Cardholder and (c) default, if any, committed by the Credit Cardholder in discharge of the Credit Cardholder's obligation, as HSBC may deem appropriate and necessary, to disclose and furnish to CIBIL and any other agency authorized in this behalf by RBI.
  - ii. The Credit Cardholder undertakes on his/her behalf and on behalf of the Add-on Cardholder(s) that (a) the CIBIL and any other agency so authorized may use, process the said information and data disclosed by HSBC; and (b) the CIBIL and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to Banks / financial institutions and other credit grantors, as may be specified by the RBI in this behalf.

The Credit Cardholder expressly authorizes HSBC to use information or data relating to the Credit Cardholder / Add-on Cardholder(s), including credit information, whether provided by the Credit Cardholder or otherwise, in connection with the offer, sale or distribution of HSBC's products and services to the Credit Cardholder / Add-on Cardholder(s). Accordingly, from time to time, HSBC will communicate various features/products/promotional offers which offer significant benefits to its Credit Cardholders and may use the services of third party agencies to do so. The Credit Cardholder should intimate HSBC if he/she does not wish to be informed about such benefits through telephone calls/SMSs. Alternatively, the Credit Cardholder may enroll in the Do Not Call (DNC) registry.

#### General

1. **In addition to any general right to set-off or other right conferred by law or under any other agreement, HSBC may, without notice, combine or consolidate the outstanding balance on the Credit Card account with any other account(s) which the Credit Cardholder may maintain with HSBC and set-off or transfer any money outstanding to the credit of such other account(s), in or towards the satisfaction of the Credit Cardholder's liability to HSBC under this Agreement.**
2. The Credit Cardholder will promptly notify HSBC in writing of any changes in the employment and/or office and/or residential address and telephone numbers of the Credit Cardholder.
3. In case the Credit Cardholder fails to notify HSBC of any change in his/her telephone number(s) or the address(es) and this results in the HSBC's inability to confirm transactions that appear suspicious, the Credit Cardholder shall remain liable for any misuse that takes place as a consequence of this

inability.

4. HSBC reserves the right to revise policies, features and benefits offered on the Credit Card and alter these terms and conditions from time to time and may notify the Credit Cardholder of any such alterations in any manner it thinks appropriate. Such changes (other than interest rates and those which are a result of regulatory requirements) will be made with prospective effect giving notice of at least one month on a best effort basis. The Credit Cardholder will be bound by such alterations unless the Credit Card is returned to HSBC for cancellation before the date from which any alteration is to have effect.
5. The Credit Cardholder acknowledges that HSBC is not responsible for any of the services provided by third parties.
6. The Credit Cardholder can pay his/her dues by account payee cheques, payable to HSBC with the Credit Card number duly mentioned on the cheque. The Credit Cardholder will issue separate cheques for separate HSBC Primary Credit Cards held by the Credit Cardholder. HSBC may exceptionally accept payments in cash not exceeding Indian Rupees fifty thousand only. Any instructions to transfer the excess credit balance in the Credit Card account to the Credit Cardholder's savings account or current account may not be carried out.
7. HSBC may accept/act on verbal instructions from the Credit Cardholder and/or his/her nominated user using HSBC's PhoneBanking service with respect to the operations and/or termination of the Credit Card account. HSBC shall not be liable for any loss or damage suffered by the Credit Cardholder in the event that HSBC (in HSBC's absolute discretion) acts in good faith on such instructions.
8. HSBC is authorised to act on any instructions, which HSBC at its sole discretion understands having emanated from the Credit Cardholder by the use of the Credit Cardholder's Internet/PhoneBanking PIN, and is not expected to verify the identity of the persons giving these instructions purportedly in the Credit Cardholder's name. The Credit Cardholder is expected to safeguard his/her PIN at all times and shall be liable for all transactions/instructions processed by the use or purported use of our Internet/PhoneBanking service and/or the PIN thereof, for whatsoever purpose.
9. HSBC and other members of the HSBC Group are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. HSBC may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests.

Such action may include but is not limited to the interception and investigation of any payment messages and other information or communications sent to or by the Credit Cardholder or on the Credit Cardholders' behalf via the systems of HSBC or any other member of the HSBC Group; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

Neither HSBC nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

- i) Any delay or failure by HSBC or any member of the HSBC Group in processing any such payment messages or other information or communications, or in performing any of its duties or other obligations in connection with any Accounts or the provision of any services to the Credit Cardholder, caused in whole or in part by any steps which HSBC or such other member, in its sole

and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests; or

- ii) The exercise of any of HSBC's rights under these terms and conditions
  - iii) Any action of HSBC which may prevent or cause a delay in the processing of certain information. Neither HSBC nor any member of the HSBC Group warrants that any information on HSBC's systems relating to any payment messages or other information and communications which are the subject of any action taken is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.
10. HSBC will not be responsible if any Merchant Establishment refuses to accept the Credit Card or is unable to transact on the Credit Card or levies a surcharge on the Credit Card. However, the Credit Cardholder should notify HSBC of this complaint. HSBC is not responsible or liable for any defect or deficiency in respect of goods and services charged to the Credit Card. Any dispute should be settled directly by the Credit Cardholder with the Merchant Establishment and failure to do so will not relieve the Credit Cardholder of any obligations to HSBC. The existence of a claim or dispute shall not relieve the Credit Cardholder of his/her obligation to pay all charges and the Credit Cardholder agrees to pay promptly such charges, notwithstanding any dispute or claim whatsoever. No claim by the Credit Cardholder against a Merchant Establishment will be the subject of a set-off or counterclaim against HSBC.

#### **Termination**

1. The Credit Cardholder may terminate the Classic Credit Card at any time by written notice to HSBC accompanied by the return of the Credit Card and any additional Credit Cards cut into several pieces and full clearance of all the outstanding. In case of an Additional Credit Card, the usage of the Additional Credit Card may be discontinued by written notice to HSBC by the Credit Cardholder. The Credit Cardholder should destroy the Additional Credit Card by cutting it into several pieces through the magnetic strip.
2. HSBC may at its discretion recall the outstanding amount on the Classic Credit Card(s) / Add-on Credit Card (s) without assigning any reason thereof. In the event of HSBC recalling the entire outstanding amount, HSBC shall give reasonable notice in writing for paying the entire outstanding amount, at the last known address of the Credit Cardholder.
3. Notwithstanding anything to the contrary stated elsewhere in these terms and conditions, HSBC may in its discretion, without notice to the Credit Cardholder, cancel the limit granted on the Credit Card account or Credit Card/ Add-on Credit Card(s) without assigning any reason thereof. In the event HSBC cancels the limit granted on the Credit Card account or Credit Card/ Add-on Credit Card (s) in terms of this clause, HSBC shall intimate the Credit Cardholder on such cancellation.
4. The whole of the outstanding balance on the Credit Card Account, together with the amount of any outstanding Credit Card transactions effected but not yet charged to the Credit Card Account, will become immediately due and payable in full to HSBC on suspension/termination of the Classic Credit Card for whatever reasons or on the insolvency or death of the Credit Cardholder. HSBC will become entitled to recover the outstanding dues together with all expenses, legal fees, Finance Charges and interest from the estate of the Credit Cardholder on his death, without prejudice to its rights to continue to charge the Finance Charges and other charges at prevailing rates till the dues are settled.
5. Any intimation given by HSBC hereunder will be deemed to have been received by the Credit Cardholder within ten days of posting on the address last notified in writing to HSBC.
6. Closure of the Credit Card may entail withdrawal of all facilities provided

through use of the Credit Card and/or the Credit Card number.

#### **7. Inactive Accounts**

- a) The privileges of the Credit Card may be withdrawn and the Credit Card cancelled by HSBC at any time, including on the occurrence of an Event of Default (in its absolute discretion and without giving notice thereof to the Credit Cardholder or assigning any reason therefore) either temporarily or permanently.
- b) In case of temporary withdrawal of the Credit Card, the privileges of the Credit Card membership may be re-instated by HSBC at its discretion but will be considered as a fresh Credit Card membership. In case of a permanent withdrawal, HSBC may refuse to re-admit a Credit Cardholder permanently. However, it is made distinctly clear that withdrawal (whether temporary or permanent) shall constitute cessation of Card membership altogether until the Credit Cardholder is readmitted. In case the charge facilities are at any time withdrawn (whether temporarily or permanently) the same shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to Credit Card membership. Credit Card membership may be withdrawn and Account closed at any time without reference to the validity period embossed on the Credit Card. Further, HSBC may also restrict, terminate or suspend the use of the Credit Cardholder's Account at any time without prior notice if HSBC reasonably believes it necessary for business or security reasons.
- c) Use of the Credit Card after notice of withdrawal of its privileges is fraudulent and subjects the Credit Cardholder to legal proceedings.
- d) Notice of withdrawal or request to surrender shall be deemed given when a notice posted to the last address of the Credit Cardholder known to HSBC would have been received in the ordinary course of post/courier service. HSBC shall not be held accountable for delays/non-receipt of such withdrawal notices in the post/courier service. Notice of withdrawal may also be deemed given by an oral or written request made by a Merchant Establishment on behalf of HSBC.
- e) Subject to verification, the Credit Cardholder can terminate the Card Membership / Terms and Conditions at any time by writing to HSBC or intimating the request for closure to 24-Hour PhoneBanking service.
- f) Upon termination of Credit Card membership of the Credit Cardholder for any reason whatsoever, whether at the instance of the Credit Cardholder or HSBC, the Credit Cardholder shall remain liable for all charges incurred by the use of the Credit Card. The Credit Cardholder acknowledges and agrees (subject to any default or other notice required by law) to immediately pay to HSBC the total outstanding balance on the Credit Card / the Account, including without limitation all amounts due to HSBC under the Terms and Conditions (including all transactions and other amounts not yet charged to the Credit Card / the Account). It is expressly understood that the Account will not be considered as closed by the Bank until the Credit Cardholder has paid all such due amounts.
- g) The Credit Cardholder specifically acknowledges that once his Account is closed, the privileges (including but not limited to all benefits and services accrued reward points not redeemed) of the Credit Card stand withdrawn, reinstatement of the same is neither automatic nor attendant and will take place solely at the discretion of HSBC. The Credit Cardholder also acknowledges that the aforementioned takes precedence over any communication in this context that the Credit Cardholder might receive during the normal course.

#### **EVENTS OF DEFAULT**

- In the event of default, the Credit Cardholder will be sent reminders from time to time for payment of any outstanding on the Credit Card account, by post, fax, telephone, e-mail, SMS and / or through third parties appointed for

collection purposes to remind, follow-up and collect dues. Any third party so appointed shall adhere to the Indian Banks Association (IBA) code of conduct on debt collection.

- Recovery of dues in case of death of the Credit Cardholder
  - The whole of the outstanding balance (including unbilled transactions) will become immediately due and payable to HSBC
  - HSBC will become entitled to recover the total outstandings from the estate of the cardholder.

Notwithstanding anything stated hereinabove HSBC shall be entitled to give notice to the Credit Cardholder declaring that all sums of interest, costs, charges and expenses and other sums remaining outstanding under or in respect of the Credit Card are due and payable and upon such declaration, the same will become due and payable forthwith, notwithstanding anything to the contrary in this Terms and Conditions or in any other agreement(s) or instruments. The following events shall qualify as an Event of Default (hereinafter referred to as "Events of Default"), and at the option of HSBC, HSBC will, at its sole discretion, have the right to close the Account in case of an Event of Default:-

a) **Non-Payment/delay in payment of Dues:**

Non-Payment or delay in payment of any dues payable on the Credit Card and/or in payment of any other amounts (including but not limited to rewrites/settlements) or any part thereof due and payable to HSBC in terms of these Terms and Conditions and in case such dues or other amount remains unpaid for thirty (30) days from the due date thereof;

b) **Non- Performance of Covenants:**

Breach or non-performance of any other covenants, conditions or agreements on the part of the Credit Cardholder under these Terms and Conditions;

c) **Supply of misleading information:**

Furnishing of false misleading or incorrect information in any material respect by the Credit Cardholder to HSBC in the Credit Card Application or otherwise.

d) **Failure to furnish information / documents:**

Failure to furnish any information and/or documents required by HSBC by the Credit Cardholder;

e) **Non-payment / non-delivery of cheque(s)/other payment mechanism**

If a cheque in respect of any monthly due or other payment is dishonoured or if a cheque/ECS/SI in respect of any payment is not paid on the due date thereof or if a cheque/ECS in respect of any payment is not paid on the due date thereof;

f) **Death**

Death of the Credit Cardholder;

g) **Default on other loans/facilities**

If the Credit Cardholder defaults or commits any breach of any terms, covenants and conditions of any loans/facilities provided by HSBC or any other banks, financial institutions or other persons, to the Credit Cardholder;

h) **Insolvency**

If the Credit Cardholder commits an act of insolvency or makes an application for declaring himself an insolvent or an Order of Insolvency is passed against the Credit Cardholder.

i) **Material Adverse Change**

There occurs any material adverse change in the financial condition of the Credit Cardholder or any other event or circumstance, which in the sole opinion of HSBC prejudicially affects the Bank's interest;

j) **Involvement in Civil Litigation and Criminal Offence**

In case the Credit Cardholder is involved in any civil litigation or commits any criminal offence or if proceedings by any statutory authority/ court of law for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are initiated against the Credit Cardholder; or

k) **The Credit Cardholder commits any act which in the sole opinion of HSBC jeopardizes HSBC's interest.**

l) **Default incurred with any other bank or financial institution**

Without prejudice to any other rights HSBC may have under these Terms and Conditions, on the occurrence of an Event of Default, the Credit Cardholder shall be sent reminders from time to time by HSBC or any agency/ies appointed by HSBC for settlement of any outstanding dues on the Account or for taking any remedial action on the Account/Credit Cardholder, by visits (of representatives of HSBC/third parties appointed by HSBC in this regard), post, fax, telephone, e-mail, SMS/text messaging.

In case the Credit Cardholder commits any of the aforesaid Event of Default, then notwithstanding anything to the contrary herein contained, or in any other agreement, document or instrument between the Credit Cardholder and HSBC, HSBC shall be entitled at its absolute discretion to inter alia:

a) **Call upon the Credit Cardholder to immediately pay the entire outstanding balance on the Credit Card together with interest and all sums payable thereunder to HSBC under these Terms and Conditions and/or any other agreements, documents or instruments executed by and between the Credit Cardholder and the Bank;**

b) **Exercise HSBC's right of lien and set-off all monies and accounts standing in the Credit Cardholder's name in HSBC.**

HSBC, at any time and without notice, will have lien and right to set-off on all monies belonging to the Credit Cardholder and/or add on Credit Cardholder standing to their credit in any account/custody of HSBC, if upon demand by HSBC, the balance amount on the Credit Card Account is not repaid within the prescribed time.

c) **Without prejudice to the above, HSBC shall have the right to proceed against the Credit Cardholder independent of any right of lien/set-off to recover the outstanding dues from the Credit Cardholder.**

d) **If any dues or outstandings payable by the Credit Cardholder to HSBC hereunder remains due and payable for a period of 7 (seven) consecutive months or more, the Credit Cardholder shall be reported as a 'willful defaulter' with the RBI or any other authority.**

**Balance Transfer**

1. **The Balance Transfer facility is applicable to only selected Credit Cardholders**

2. **Balance Transfer (BT) feature offers the Credit Cardholders a promotional interest rate, applicable only on the outstanding balance transferred from other bank Credit Card(s). The promotional interest rate is valid for a pre-defined duration, called as 'Balance transfer term' except in case of perpetual BT where the promotional rate is applicable till the entire transferred balance is paid off, with there being no pre-defined term.**

3. **The minimum amount that can be transferred from any other bank Credit Card account to the Classic Credit Card is ₹ 3,000**

4. **The Credit Cardholders can choose from any of the following balance transfer options: 3 months, 6 months and Perpetual Balance Transfer. Applicable interest rate is 1.50 % p.m. (18% p.a.)**

5. **Processing fee will be applicable as follows -**

- For 3 months tenure option : 2% of the BT amount (subject to a minimum of ₹ 249)
  - For 6 months tenure option : 1.50% of the BT amount (subject to a minimum of ₹ 149)
  - For Perpetual BT option : 1% of the BT amount (subject to a minimum of ₹ 149)
6. A BT transaction will first utilise the available cash limit before blocking the purchase limit. For example, say the Credit Card account has a total available limit of ₹ 100,000 and available Cash limit of ₹ 40,000. In case of a BT transaction of ₹ 60,000, the entire cash limit of ₹ 40,000 will be utilised first and the Credit Cardholder will not be able to make any cash advance transactions till the corresponding BT outstanding is paid off. Purchase limit will be blocked for the balance ₹ 20,000. (This is not applicable for BT on Equated Monthly Installment transactions)
  7. It is clarified that interest free period is not valid on any retail purchases or otherwise for those cardholders who may have a Balance Transfer amount in their Credit Card account. It is clarified herein that for all subsequent purchases, cash advances and other outstanding balances, the applicable rate of interest shall be levied and applicable from the date of purchase itself and shall accordingly cover all cardholders who may have Balance Transfer amount in their card account.
  8. The maximum amount that can be transferred from other bank Credit Cards to the Credit Cardholder's Classic Credit Card is 80% of the available Credit Limit on the Credit Cardholder's Classic Credit Card as on the date of approval of the Credit Cardholder's application. The Credit Cardholder can transfer outstanding balance from one or more other bank Credit Cards under the same or different BT options, within this limit.
  9. Upon completion of the 'balance transfer term', if applicable, balance amount is merged with the other outstanding on the Classic Credit Card and interest will be charged as per regular rate applicable, as communicated to the Credit Cardholder from time to time.
  10. During the BT term, the balance transferred will also be included for computing the Minimum Payment Due, as mentioned in the Credit Card statement from HSBC.
  11. To avail the BT facility, HSBC may request the Credit Cardholder to submit a copy of the Credit Cardholders latest other bank Credit Card statement.
  12. The other bank card from which the balance is to be transferred to the Classic Credit Card must be non-delinquent and current. HSBC shall seek an authorization on the card from the other bank before approving the BT request.
  13. HSBC shall send the Cashier Order favouring the other Credit Card account for the approved transfer amount to the Credit Cardholder's mailing address.
  14. In case of all such HSBC Credit card accounts availing of and being under NEFT, the funds will be directly credited to the other credit card issuing company
  15. It is stipulated that BT processed through NEFT cannot be reversed once the request has been processed and the amount has been credited to the other credit card issuing company by use of this facility. The cardholder using NEFT facility accordingly confirms and agrees to this condition while opting for and choosing NEFT facility for availing benefits under BT
  16. If the amount, as mentioned in the Verbal Application (or written application to be transferred to the Classic Credit Card exceeds 80% of the available Credit Limit on the date of acceptance by HSBC, HSBC will automatically transfer only an amount equal to 80% of the Credit Cardholder's then available Credit Limit.

17. The Credit Cardholder should continue to make payments on the Credit Cardholder's other bank Credit Card until the Credit Cardholder receives confirmation in a subsequent Classic Credit Card statement that the account with the other issuer has been credited.
18. **If the Credit Cardholder has subscribed for the 'Credit Card Account Settlement Option' to automatically settle the Credit Card outstanding by a debit to the Credit Cardholder's HSBC current/savings account, this option stands disabled during the 'Balance transfer term'. The Credit Cardholder shall arrange for making payments against the Credit Cardholder's Classic Credit Card outstanding by the payment due dates, during this period. The facility will be reactivated at the end of the balance transfer period.**
19. Kindly note that according to the new payment hierarchy, the payments will first be apportioned to fees and charges, outstanding on BT, cash advances and purchase transactions in that order. So the cash/purchase outstandings will remain unpaid so long as there is an outstanding BT on the Credit Cardholders Account.
20. In the event a Credit Cardholder transfers different amounts under different BT options, the repayment will be allocated to the BTs in increasing order of the interest rates i.e. the repayment will be apportioned first to the lowest interest BT for the Credit Cardholder.
21. In case a Credit Cardholder has availed two or more separate BTs of the same tenure, the repayment will be allocated in the same sequence that the BTs have been applied for.
22. Any outstanding balance at the end of the BT term, if applicable, cannot be transferred to another BT option being offered by HSBC at that time.
23. HSBC shall not be held liable for the service charges or late payment charges debited to your other bank Credit Card account due to decline or delay in execution of your BT request.
24. This facility cannot be availed to transfer balance from another HSBC Credit Card.
25. In case the Credit Cardholder wants to apply for two BTs on the same other bank Credit Card, the subsequent request will be processed only 8 days after the previous BT request.
26. HSBC reserves the right to decline any BT request.
27. The entire balance outstanding on the Credit Card (including any balances transferred) will become payable immediately upon closure of the Credit Card whether such closure is initiated by HSBC or by the Credit Cardholder.
28. HSBC reserves the right at any time without previous notice to add, alter, modify, change or vary all or any of these Terms and Conditions or to replace, wholly or in part, this Facility by another Facility, whether similar to this Facility or not, or to withdraw it altogether. HSBC may at its discretion discontinue the BT facility at any time during the pendency of the facility, foreclose the loan and debit the entire outstanding amount to the Credit Card.

#### **Balance Transfer on Phone facility**

1. Balance Transfer on Phone facility entitles select HSBC Credit Cardholders to apply for BT feature on phone.
2. Regular eligibility criteria for BT apply.
3. BT on Phone is available only to Credit Cardholders with Credit Card Account relationship of more than 3 months on the date of BT application.
4. Credit Cardholders can transfer amounts only upto ₹75,000 through BT on Phone.
5. The Credit Cardholder need not submit other bank card statement for availing

of BT on Phone. HSBC will conduct a 'dummy authorization for ₹ 1000.00' on the other bank Credit Card. If the authorization is successful, BT transaction will be approved subject to regular BT approval conditions.

- Other terms and conditions of BT facility apply, unless otherwise specified above.

#### Balance Transfer on Internet

- The Classic Credit Cardholders can apply for BT by completing the application form on online@hsbc.
- BT requests will be processed provided the information given by the Credit Cardholder is complete and accurate. If HSBC requires any clarifications, a request will be sent to the Credit Cardholder by secure E-mail through online@hsbc. In such cases, transactions will not be processed till a satisfactory response is received from the Credit Cardholder.
- BT on Internet is available only to Credit Cardholders with more than 3 months Credit Card relationship with HSBC as on the date of application.
- All other terms and conditions as mentioned in the Credit Card Services Guide for BT facility will be applicable unless otherwise stated above.

#### Balance Transfer on EMI

- The BT-on-EMI facility allows an HSBC Credit Cardholder to avail of the BT facility on his/her HSBC Credit Card and repay the same in Equated Monthly Installments (EMI).
- The minimum amount that can be transferred from any other bank Credit Card account to the Credit Cardholder's Classic Credit Card is ₹ 3,000
- The maximum amount that can be transferred from any other bank Credit Card account to the Credit Cardholder's Classic Credit Card is 80% of the available Credit Limit on the Credit Cardholder's Classic Credit Card as on the date of approval of the Credit Cardholders application. You can transfer balances from more than one other bank Credit Card under the same or different balance transfer options, within this limit.
- Processing fee at 1.5% of the BT-on-EMI amount (subject to a minimum of ₹ 149) for 6 month option and at 1% of the BT-on-EMI amount (subject to a minimum of ₹ 149) for other BT-on-EMI options will be applicable. This will reflect along with the first Equated Monthly Installment (EMI) amount on the Credit Card statement.
- The Credit Cardholders can choose from any of the following tenure options - 6 months, 12 months, 18 months and 24 months.
- The rate of interest charged will be as follows -
  - For 6 months and 12 months tenure options: 1.25% p.m. (15% p.a.)
  - For 18 months and 24 months tenure options: 1.50% p.m. (18% p.a.) Equated Monthly Installments (EMI) per ₹ 1000 will be as follows -
  - ₹ 174 for a tenure of 6 months, ₹ 90 for a tenure of 12 months, ₹ 64 for a tenure of 18 months and ₹ 50 for tenure of 24 months.
- The EMI amount will be billed to the Classic Credit Card every month on the Credit Cardholders statement date.
- A BT transaction will block the available Credit Limit on the Cardholder's Credit Card up to the amount of BT on EMI availed. For example, if the Credit Limit on Credit Card is ₹ 100,000/- and the Credit Cardholder avails of a BT on EMI for ₹ 40,000 then the available Credit Limit on the Credit Card will get reduced by ₹ 40,000.
- Minimum Payment Due: The BT EMI due for the month is included as part of the minimum amount due appearing in the cardholder's monthly statement. The Minimum Payment Due appearing on the Credit Cardholder's monthly

statement is calculated as a percentage of the total outstanding retail balance + Monthly EMI due on BT on EMI. Non-payment of the entire total payment due on the Credit Card by the Payment Due Date will result in the levy of standard Credit Card interest rates on the balance outstanding. If Minimum Payment Due (as defined above) is paid only, the standard Credit Card interest rates will be levied on the balance outstanding. However, if such partial payments do not cover the amount of EMI for the month, Finance Charges including Late Payment Fee will be levied also

#### As an illustration:

- Balance Transfer EMI = ₹ 1,000
- Other outstanding balances = ₹ 2,000
- Total closing balance for the month = ₹ 3,000
- Minimum Payment instruction = 5 % of outstanding retail balance + EMI due on BT
- Minimum Payment Due =  $(5\% \times ₹ 2,000) + ₹ 1,000 = ₹ 1,100$

#### Scenario I:

- Amount paid = ₹ 1200
  - Amount Outstanding = Total Payment Due – Amount paid = ₹ 1800
- Finance Charges at the applicable rate will apply on ₹ 1800 in the next Billing Cycle.

#### Scenario II:

- Amount paid = ₹ 3000
  - Amount Outstanding = 0
- No Finance Charges will apply

- Please note that the payment made will be apportioned as per the payment hierarchy. Please note incase the amount paid does not clear the EMI amount (partly or fully), the remaining EMI amount will be added in the next months Minimum Payment Due along with applicable interest rate charged on the said amount.

#### General Terms and Conditions for all Balance Transfers

- If the Credit Cardholder closes his Classic Credit Card before all installments have been posted, the outstanding amount will be debited to the Classic Credit Card account as one consolidated amount.
- Pre-payment charges on foreclosure will apply at the rate of 3 % on the outstanding amount of the loan, subject to a minimum of ₹ 250.
- HSBC reserves the right to foreclose the loan and debit the entire outstanding amount if the earlier payments are overdue.
- In case of all such HSBC Credit card accounts availing of and being under NEFT, the funds will be directly credited to the other credit card issuing company
- It is stipulated that BT processed through NEFT cannot be reversed once the request has been processed and the amount has been credited to the other credit card issuing company by use of this facility. The cardholder using NEFT facility accordingly confirms and agrees to this condition while opting for and choosing NEFT facility for availing benefits under BT
- Payments made in excess of the Credit Card outstanding will not automatically be adjusted against un-billed EMIs and will hence not result in prepayment of the BT on EMI facility. To pre-close the BT on EMI facility, the Credit Cardholder should contact HSBC PhoneBanking.
- Kindly note that according to the new payment hierarchy, payments will first be apportioned to fees and charges, outstanding on BT, cash advances and

- purchase transactions in that order. So the cash / purchase outstanding will remain unpaid so long as there is an outstanding BT on the account.
8. In case of BT on EMI, the EMI installments will be treated as purchase outstanding for the purpose of payment apportionment. EMI payable towards BT on EMI will be set off first before any payment is apportioned towards other outstanding.
  9. No request for change in card franchisee (VISA/ MasterCard) will be entertained during the entire loan period.
  10. No request for changes in the Billing Cycle shall be entertained during the entire loan period. The loan period is defined as the loan tenor selected by the Credit Cardholder at the time of request.
  11. Nothing contained in this Facility shall be construed as an obligation on HSBC to continue the Facility after the Facility termination date.
  12. HSBC reserves the right at any time without previous notice to add, alter, modify, change or vary all or any of these Terms and Conditions or to replace, wholly or in part, this Facility by another Facility, whether similar to this Facility or not, or to withdraw it altogether.
  13. The participants will not hold HSBC responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges, and expenses that the Credit Cardholder may suffer, sustain or incur by way of this Facility.
  14. All existing guidelines /rules related to the BT including approval of BT will be applicable. In case of any contradiction between these terms & conditions and the existing guidelines / rules, these terms & conditions shall prevail at all times.
  15. All and any disputes arising from the Balance Transfer on EMI facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.
  16. This offer is by way of a special facility for select Credit Cardholders and nothing contained herein shall prejudice or affect the terms and conditions herein.
  17. Cashier Orders issued for Balance Transfers and Cash On EMIs, are valid for the period mentioned on the Cashier Order. If the Cashier Order issued, is not presented for encashment within the said period, the same will be cancelled.

#### Loan on Phone

1. The Loan on Phone offer is applicable only to select HSBC Classic Credit Cardholders.
2. Loan on Phone (LOP) is a facility by which the Credit Cardholder can make purchases on the Classic Credit Card and then convert the purchase amount into installments. The Credit Cardholder can make the purchase at any Merchant Establishment and pursuant to the purchase get the transaction converted into an LOP.
3. LOP facility can be offered only within 15 calendar days of the purchase transaction..
4. The value of the transaction should be greater than ₹ 2000 to be eligible for conversion to a LOP. Other debit transactions like cash withdrawals and card fees will not be eligible for this facility.
5. The annual rate of interest charged will be 21% computed on monthly reducing balance. Equated Monthly Installment (EMI) per ₹ 1000 will be ₹ 177 for a loan tenure of 6 months, ₹ 93.1 for a loan tenure of 12 months, ₹ 65.2 for a loan tenure of 18 months and ₹ 51.4 for a loan tenure of 24 months.
6. A 2% processing fee will be applicable subject to a minimum of ₹ 100. This will reflect along with the first Equated Monthly Instalment (EMI) amount on the Credit Card statement.

7. The loan will be offered for a maximum tenure of 24 months with slabs of 6, 12, 18 and 24 months.
8. The EMI amount will be billed to the Credit Card every month on the same date as the first instalment date.
9. Minimum Payment Due: The LOP EMI due for the month is included as part of the Minimum Payment Due appearing in the Credit Cardholder's monthly statement. The Minimum Payment Due appearing on the Credit Cardholder's monthly statement is calculated as a percentage of the total outstanding retail balance + Monthly EMI due on LOP EMI. Non-payment of the entire Total Payment Due on the Credit Card by the Payment Due Date will result in the levy of standard Credit Card interest rates on the balance outstanding if Minimum Payment Due (as defined above) is paid only, the standard Credit Card interest rates will be levied to the balance outstanding. However, if such partial payments do not cover the amount of EMI for the month, the balance EMI would also be subject to the applicable Finance Charge (including the Late Payment Fee).

#### As an illustration:

12-month Loan on Phone facility availed under LOP facility = ₹ 10750  
 LOP installment for the month = ₹ 1000  
 Other outstanding balances = ₹ 2000  
 Total payment due for the month = ₹ 3000  
 Minimum Payment due = (5% x ₹ 2000) + ₹ 1000 = ₹ 1100

#### Scenario I:

- Amount paid = ₹ 1200
- Amount outstanding = Total Payment Due – Amount paid = ₹ 1800

Finance Charges at the applicable rate will apply on ₹ 1800 in the next Billing Cycle

#### Scenario II :

- Amount paid = ₹ 3000
- Amount Outstanding – 0

No Finance Charges will apply.

10. Kindly note that according to the new payment hierarchy, the Credit Cardholders' payments will first be apportioned to fees and charges, outstanding on BT, cash advances and purchase transactions in that order. Also note that the LOP EMI installments will be treated as purchase outstanding for the purpose of payment apportionment. EMI payable towards LOP EMI will be set off first before any payment is apportioned towards other outstanding. Please note incase the amount paid does not clear the EMI amount (partly or fully), the remaining EMI amount will be added in the next month's Minimum Amount Due along with applicable interest charged on the said amount.
11. Pre-payment charges on foreclosure of the loan will apply at the rate of 3 % on the outstanding principal amount of the loan, subject to a minimum of ₹ 250.
12. If the Credit Cardholder defaults on payment of any of the EMIs, HSBC reserves the right to foreclose the LOP outstanding and debit the entire outstanding amount.
13. If the Credit Cardholder closes his Credit Card before all installments have been posted, the outstanding loan amount will be debited to the Credit Card account as one consolidated amount.
14. HSBC reserves the right to foreclose the loan and debit the entire outstanding amount if the earlier payments are overdue.

15. Any Loan on Phone requests by Add-on Cardholders will be billed to the Primary Credit Card.
16. No request for change in card franchisee (VISA/ MasterCard) will be entertained during the entire tenure of LOP .
17. No request for changes in the Billing Cycle shall be entertained during the entire tenure of LOP. The loan tenure is defined as the loan tenure selected by the Credit Cardholder at the time of request.
18. Nothing contained in this Facility shall be construed as an obligation on HSBC to continue the LOP facility after the Facility termination date.
19. HSBC reserves the right at any time without previous notice to add, alter, modify, change or vary all or any of these Terms and Conditions or to replace, wholly or in part, this Facility by another Facility, whether similar to this Facility or not, or to withdraw it altogether. HSBC may at its discretion discontinue the LOP facility at any time during the pendency of the facility, foreclose the loan and debit the entire outstanding amount to the Credit Card.
20. The Credit Cardholder will not hold HSBC responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges, and expenses that a Credit Cardholder may suffer, sustain or incur by way of this LOP Facility .
21. All and any disputes arising from the LOP facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.

The terms of this offer shall be in addition to and not in derogation of the terms contained in the Credit Cardholder Agreement. This offer is by way of a special facility for select Credit Cardholders and nothing contained herein shall prejudice or affect these terms and conditions.

#### Cash on EMI

1. The Cash-on-EMI facility is applicable to only selected HSBC Classic Credit Cardholders
2. The Cash-on-EMI facility allows the Credit Cardholder to avail the Cash Advance facility on his/her HSBC Credit Card and repay the same in Equated Monthly Installments (EMI). This facility will be available till further notice. The availment / use of the Cash-on-EMI facility will be deemed to be unconditional acceptance of the terms and conditions and the cardholder will be bound by the same.
3. The Cash-on-EMI amount will be provided in the form of an Indian Rupee Cashier Order issued by debit to the Credit Cardholder's account. The Cashier Order may be payable to the Credit Cardholder or to a third party.
4. The Credit Cardholders also have an option to receive the Cash-on-EMI amount credited to their savings / current account with HSBC. In such cases, the recipient account should belong to the Credit Cardholder as a Resident Individual or Resident Joint (either or survivor) account. It is the sole responsibility of the Credit Cardholder to provide an accurate and valid HSBC account number accordingly.
5. The proceeds of the Cash-on-EMI facility cannot however be used for the purpose of investment in equity shares, convertible bonds and debentures and units of equity oriented mutual funds.
6. The maximum amount of the cash advance will be restricted to the available Credit Limit or the assigned cash limit, whichever is lower. The minimum amount eligible for the Cash-on-EMI facility will be ₹ 5000.
7. The Cashier Order will be dispatched to the Credit Cardholder's mailing address on record. HSBC shall not be liable for any direct or consequential loss or damage suffered by the Credit Cardholder on account of any delay in

receipt of the Cashier Order by the Credit Cardholder.

8. The Cash-on-EMI facility can be availed for a tenure of 6 months or alternatively for a tenure of 12 months.
9. A processing fee of 1% (subject to minimum ₹ 100) will be applicable on the amount of each cash advance transaction availed under the Cash-on-EMI facility. This will reflect along with the first EMI amount on the Credit Card statement.
10. The annual rate of interest applicable will be 21% p.a. for Classic Credit Card (for both tenures) computed on a monthly reducing balance basis. The applicable EMI per ₹ 1000 of cash advance will be
  - ₹ 177 in case of a Cash-on-EMI tenure of 6 months and
  - ₹ 93 in case of a tenure of 12 months
11. Pre-payment charges on foreclosure of the loan will apply at the rate of 3% on the outstanding principal amount of the loan, subject to a minimum of ₹ 250.
12. **The Credit Limit on the Credit Card account will be reduced to the extent of the principal amount of the Cash-on-EMI availed and will be released as and when EMIs are billed and paid for in the subsequent months.**
13. The first EMI will be reflected in the Credit Card statement generated on the subsequent billing date. The subsequent EMI amount will be billed to the Credit Card account every month on the same date as the first EMI date.
14. Minimum Payment Due : The Cash on EMI due for the month is included as part of the Minimum Payment Due appearing in the Credit Cardholder's monthly statement. The Minimum Payment Due appearing on the Credit Cardholder's monthly statement is calculated as a percentage of the total outstanding retail balance + Monthly EMI due on Cash on EMI. Non payment of the entire Total Payment Due on the Credit Card by the Payment Due Date will result in the levy of applicable Credit Card interest rates on the balance outstanding. If only the Minimum Amount Due (as defined above) is paid, the applicable Credit Card interest rates will be levied on the balance outstanding. However, if such partial payments do not cover the amount of EMI for the month, standard Finance Charges (including Late Payment Fee) will also be levied.

#### Illustration:

12-month Cash advance availed under Cash on EMI facility = ₹ 10750  
 Cash-on-EMI installment for the month = ₹ 1000  
 Other Outstanding balances = ₹ 2000  
 Total payment due for the month = ₹ 3000  
 Minimum Payment due =  $(5\% \times ₹ 2000) + ₹ 1000 = ₹ 1100$

#### Scenario I:

- Amount paid = ₹ 1200
  - Amount Outstanding = Total Payment Due - Amount paid = ₹ 1800
- Finance Charges at the applicable rate will apply on ₹ 1800 in the next Billing Cycle

#### Scenario II:

- Amount paid = ₹ 3000
  - Amount rolled over = 0
- No Finance Charges will apply.

15. Kindly note that according to the new payment hierarchy, the Credit Cardholders payments will first be apportioned to fees and charges, outstanding

on BT, cash advances and purchase transactions in that order. Also note that the Cash on EMI installments will be treated as purchase outstanding for the purpose of payment apportionment. EMI payable towards Cash on EMI will be set off first before any payment is apportioned towards other outstanding. Please note incase the amount paid does not clear the EMI amount (partly or fully), the remaining EMI amount will be added in the next month's Minimum Payment Due alongwith the applicable interest charged on the said amount.

16. If the Credit Cardholder defaults on payment of any of the EMIs, HSBC reserves the right to foreclose the Cash-on-EMI outstanding and debit the entire outstanding amount.
17. Payments made in excess of the Credit Card outstanding will not automatically be adjusted against unbilled EMIs and will hence not result in prepayment of the Cash on EMI facility. To pre-close the Cash on EMI facility, the Credit Cardholders should contact HSBC PhoneBanking.
18. If the Credit Cardholder closes his Credit Card before all applicable EMIs are posted to the Credit Card account, the outstanding Cash-on-EMI amount will be debited to the Credit Card account as one consolidated amount.
19. Requests for change in Credit Card franchisee (VISA/ MasterCard) shall not be entertained during the tenure of the Cash-on-EMI facility.
20. No request for changes in the Billing Cycle shall be entertained during the tenure of the Cash-on-EMI facility.
21. Nothing contained in these terms and conditions shall be construed as an obligation on HSBC to continue provision of the Cash-on-EMI facility after aforementioned offer closure date.
22. HSBC reserves the absolute right to add, alter, modify, change or vary all or any of these Terms and Conditions or to replace, wholly or in part, the LOP facility by another facility, whether similar to this facility or not, or to withdraw it altogether, at any time without any prior notice. HSBC may at its discretion discontinue the BT facility at any time during the pendency of the facility, foreclose the loan and debit the entire outstanding amount to the Credit Card.
23. Credit Cardholders will not hold HSBC responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges, and expenses that a Credit Cardholder may suffer, sustain or incur by availing the Cash-on-EMI facility.
24. All disputes arising from the Cash-on-EMI facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.

This Offer is by way of a special facility for select Credit Cardholders and nothing contained herein shall prejudice or affect these terms and conditions.

#### **Collection Payment Pickup Service:**

- This service is brought to you by HSBC and this 'Collections Payment Pickup Service' (Service) is applicable only to overdue, over-limit and delinquent Credit Cardholders as per their monthly Credit Card statement.
- The fee is applicable for successful pick up of payment from the Credit Cardholders.
- "SUCCESSFUL PICK UP" of payment, means the payment done by the Credit Cardholders either in part or in full, in Cash/Cheque/Cashier Order, in lieu of the dues on the Credit Card that has been picked up from the Credit Cardholders designated premises by HSBC representative.
- The Credit Cardholders will have to pay a charge of ₹ 100 (charge) per Successful Pick Up. The charge will be levied on a monthly basis.
- The charge is per payment pickup and is not related to the amount of payment picked up. Even on pickup of a part payment, the charge of ₹ 100 will be

levied.

- Credit Cardholder is entitled for a receipt for the payments made towards the dues on their Credit Cards and shall demand the same from the HSBC representative.
- Credit Cardholder shall check for the correctness of details on the payment receipts.
- This Service shall be available to the Credit Cardholders at their office or residence address or any such other address as conveyed by them during their communications with HSBC representative.
- The Service shall only be available between 9 am to 8 pm through the week from Monday to Friday.
- The self/bearer cheques are not acceptable under this facility. HSBC shall not be held liable for any loss or misuse of any Self/Bearer cheques handed over to the authorized HSBC representatives and in such an event Credit Cardholder shall be solely responsible for any losses suffered.
- If HSBC's authorized representative is unable to trace the address specified by the Credit Cardholder then attempts shall be made to call the Credit Cardholder on the contact numbers registered with HSBC.
- In order to avoid Service Charges or Late Payment Fees we request that the Credit Cardholders cheque should reach HSBC at least three working days prior to the Payment Due Date . This will ensure the payment is realized by Payment Due Date. Failure to do so may attract requisite charges as applicable. The Credit Cardholder shall be solely responsible to ensure that the payment reaches HSBC in time for it to be processed by the Payment Due Date.
- HSBC reserves the right to change/withdraw this offer at any point in time without prior intimation to the Credit Cardholders.
- The offer is subject to force majeure events.
- Tax liability, if any will be borne by the Credit Cardholders.
- Any dispute arising out of or in connection with this offer shall be subject to the exclusive jurisdiction of the courts in Mumbai only. The existence of a dispute, if any, shall not constitute a claim against HSBC.
- Regular Credit Card terms & conditions shall apply.

## Tariff sheet

Standard Joining fees	Nil
Standard Annual fees	₹ 700
Standard Annual fees for add-on card	₹ 350
Free credit period	Up to 52 days
Finance charges on extended credit cash advances	3.5% * per month (42% * per annum) computed from the date of transaction
Minimum Payment Due (MPD) on extended credit usage	5% of the total payment due of the statement plus greater of past due or overlimit due (if any), subject to a min of ₹ 100. Interest will be charged on the extended credit as per terms & conditions
Duplicate statements (older than three months)	₹ 100 per statement
Charge in case of cheque bounce, standing instruction dishonoured or unsuccessful payment through ECS	₹ 350
Cash advance limit (against credit card account)	As communicated to you in your monthly card statement
Transaction fee for cash advances against your Credit Card account at branches and ATMs	*2.5% of the transaction amount (subject to a minimum amount of ₹300)
Transaction fee for cash withdrawal against your bank account at ATMs overseas	₹ 100
Transaction fee for cash withdrawal against your bank account at non-HSBC ATMs in India	NIL
Overlimit fee	₹ 500 per month
Late payment fee (charged if min amount due does not reach HSBC by payment due date)	50% of the minimum payment due (subject to a minimum of ₹ 400 and a maximum of ₹ 750 per month)
Sales slip retrieval/charge back processing fee	₹ 225
Out of town cheque processing / collection charge	₹ 50 for cheque values upto ₹10,000 ₹ 100 for cheque values from ₹ 10,001 to ₹ 100,000 ₹ 150 for cheque values greater than ₹ 1,00,001 & above
Credit Card replacement fee	₹ 100
Re-payment cheque pick-up charges	₹ 35 per cheque
Currency conversion charge for foreign currency transactions	3.5%
Balance enquiry on the Credit Card at other Bank ATMs	NIL
Credit Card transfer / upgrade fee	₹ 99 per transfer / upgrade
Handling charges for redemption of rewards	₹ 50 per redemption
Collection Payment Pickup fee (Payments pickup by HSBC for payments overdue)	₹ 100 (w.e.f. 1st July 2009)
Zero Percentage Fuel Surcharge - Paid Feature	₹ 349 p.a.
Cash Payment Charge (HSBC Credit Card bill payments made in cash at HSBC Branches & Drop boxes)	₹ 100 (w.e.f. 15 Sept. 09)
Copy of Credit Information Report (CIR)	₹ 50

# Or at such modified rates as decided by the Bank from time to time.

\* Finance charge per month at the prevailing rate will also be applicable.

Payments made to a Credit Cardholder account will be settled in the order as mentioned in the Payment Hierarchy. The payment hierarchy lists the order in which your payments will be allocated to the various items on your Credit Card statement. The hierarchy is as follows

1. Cash transaction service charges\*
2. Retail transaction service charges\*
3. Annual fee
4. Late payment fee
5. Overlimit fee
6. Instalment handling fee
7. Instalment processing fee
8. Return cheque charges
9. Insurance premium
10. Interest Charges
- 10a. Balance Transfer Interest charges
- 10b. Cash transaction Interest charges
- 10c. Purchase transaction Interest charges

In addition, the allocation of the payment will be such that the transactions/fees billed in the Credit Cardholder's last statement but not yet paid, will get paid off before any charges/fees incurred after your last statement date and are yet to be reflected on your statement.

\*Service Charges include the following:

• Cash Service Charges - Cash Advance Fee - Service Tax

• Retail Service Charges - Card Replacement Fee - Statement Reprint Fee - Balance Transfer Processing Fee - Standing Instruction (SI) Failed Fee - Standing Instruction (SI) Fee - PIN Change Fee - Card Blocking Fee

**Note:** No refund of annual fee will be available if the Credit Card is terminated. **Tariff structure subject to change from time to time at the sole discretion of HSBC. Please be advised that vide Notification No. 8/2009 - ST dated February 24, 2009, a service tax of 10% + 2% education cess + 1% secondary and higher secondary education cess thereon will be applicable on our fees, interest and other charges.**

## Finance charges/Fees

You can enjoy free credit for up to 52 days if you repay the closing balance by the payment due date indicated on your statement. If you choose not to repay this amount in full you will be charged interest on the amount spent by you on the Credit Card. Interest charges are calculated on the daily balance outstanding from the transaction date.

**For Example:** You purchase a watch for ₹ 1,200 on 01 March and a necklace for ₹ 800 on 10 March.

The following interest will be charged on your purchases:

Outstanding due in 20 March statement	₹ 2000.00
Payment made on the due date of 11th April	₹ 100.00
Balance carried forward (revolved)	₹ 1900.00
Interest calculations: (3.5 % p.m.)	
a) Interest on ₹ 1200 for 41 days (from 1 March to 10 April)	₹ 56.61
b) Interest on ₹ 800 for 32 days (from 10 March to 10 April)	₹ 29.46
c) Interest on ₹ 1900 for 10 days (from 11 April to 20 April)	₹ 21.86
Total Interest charged in 20 April statement	₹ 107.93
Service Tax @ 10.3% on Interest	₹ 11.12
Outstanding due in 20 April statement	₹ 2019.05

On your monthly statement, the interest charged for the previous month will be printed as "Interest for last statement" and the interest charged for the current month will be printed as "Interest for this statement".

Minimum Payment Due (MPD) is the sum of 5% of the Total Payment Due and the greater of the Past Due amount and Overlimit amount i.e. MPD = 5% of Total Payment Due + greater of (Past Due, Overlimit amount) + Equated Monthly Installment\* (EMI) amounts due (if any). This is further elucidated through two examples below

Example 1: Non-overlimit card with no Past Due	Example 2: Overlimit card with Past Due
Credit limit ₹ 50,000	Credit limit ₹ 50,000
Past Due: ₹ 0	Past Due ₹ 400
Outstanding ₹ 10,000	Total Payment Due ₹ 70,000
MPD: = 500	Overlimit amount ₹ 20,000
	MPD: = 5% of Total Payment Due + greater of (400, 20,000) = ₹ 3,500

If the Credit Cardholder does not pay his/her MPD by the Payment Due Date, the Credit Cardholder will be levied with Late Payment Fee.

Making only the minimum payment every month would result in the repayment stretching till the entire outstanding is settled and consequent payment on the outstanding balance during this extended period: e.g. If payment due is ₹ 5,000 and the Credit Cardholder does not make any new transactions on the Credit Card, the repayment will stretch up to 7.5 years at the current tariff structure

\* EMI amounts will be a part of MPD computation if the Cardholder has availed of any installment products like Loan on Phone (LOP, Balance Transfer on EMI, Cash-on-EMI etc. on his/her Credit Card.

## Addresses/Telephone numbers

HSBC Branches & Telephone numbers	
<b>Ahmedabad</b>	98983 77373
<b>Main Office :</b> Mardia Plaza, C.G. Road, Ahmedabad - 380 006.	
<b>Bangalore</b>	2558 9696
<b>Main Office :</b> 7, Mahatma Gandhi Road, Bangalore - 560 001.	
<b>Jayanagar :</b> Suraj Ganga Arcade, # 332/7, 14th Cross, 2nd Block, Bangalore - 560 011.	
<b>Chandigarh</b>	98769 27373
<b>Main Office :</b> SCO1, Sector 9-D, Chandigarh - 160 017.	
<b>Chennai</b>	4341 9696
<b>Main Office :</b> 96, Dr. Radhakrishnan Salai, Mylapore, Chennai - 600 004.	
<b>Adyar :</b> No.43, Rajalakshmi Palace, 1st Main Road, Gandhinagar, Chennai - 600 020.	
<b>Coimbatore</b>	98944 77373
<b>Main Office :</b> Srivari Gokul Towers, 108 Race Course Road, Coimbatore - 641 018.	
<b>Gurgaon</b>	99107 97373
<b>Main Office :</b> JMD Regent Square, Gurgaon Mehrauli Road, DLF Phase II, Gurgaon - 122 002.	
<b>Hyderabad</b>	2335 8787
<b>Main Office :</b> Uma Plaza, Road No.1, Nagarjuna Hills, Hyderabad - 500 082.	
<b>Indore</b>	98932 77373
<b>Main Office :</b> Darshan Mall, 15/2, Race Course Road, Indore - 452 001.	
<b>Jaipur</b>	99280 37373
<b>Main Office :</b> Vasanti, 61-A, Sardar Patel Marg, C-Scheme, Jaipur - 302 001.	
<b>Jodhpur</b>	99280 37373
<b>Main Office :</b> Plot N0. C-43A (2), PWD Colony, Jodhpur - 342 001.	
<b>Kochi</b>	98954 77373
<b>Main Office :</b> 39/6765, Hotel Harbour View Residency, Opp. Shipyard M.G. Road, Kochi - 682 015.	
<b>Kolkata</b>	2243 8686
<b>Main Office :</b> 31, BBD Bagh, Dalhousie Square, Kolkata - 700 001.	
<b>New Alipore :</b> 375, Block 'G', New Alipore, Kolkata - 700 053.	
<b>Ballygunge :</b> 15 Gariahat Road, Ballygunge, Kolkata - 700 019.	
<b>Gariahat :</b> 2/1 A, Ekdalia Road, Kolkata - 700 019.	
<b>Howrah :</b> 21 Grand Trunk Road (South), Howrah - 711 101.	
<b>Shakespeare Sarani :</b> Jasmine Towers, 31 Shakespeare Sarani, Kolkata - 700 017.	
<b>Ultadanga :</b> P-158, Nazrul Islam Avenue, Kolkata - 700 054.	
<b>Lucknow</b>	99350 97373
<b>Main Office :</b> 1, Shahnajaf Road, Hazratganj, Lucknow - 226 001.	
<b>Ludhiana</b>	98769 27373
<b>Main Office :</b> Ground Floor, Ludhiana Stock Exchange, Feroze Gandhi Market, Ludhiana - 141 004.	
<b>Mumbai</b>	6680 0001
<b>Main Office :</b> 52/60, Mahatma Gandhi Road, Mumbai - 400 001.	
<b>Andheri (East) :</b> Kamala Bhavan, Swami Nityanand Marg, Mumbai - 400 069.	
<b>Andheri (West) :</b> E 2-3-4 Manish Gardens, Ground floor, J P Road, Mumbai - 400 058.	
<b>Bandra (West) :</b> HSBC Centre, Ambedkar Road, Mumbai - 400 050.	
<b>Borivili (West) :</b> Siddharth Arcade, L.T. Road-Factory Lane Junction, Mumbai - 400 092.	
<b>Chembur :</b> Mercantile Apartments, Dr. Choitram Gidwani Road, Near Golf Club, Mumbai - 400 074.	
<b>Juhu Vile Parle :</b> Eden Square, Plot No. 3/1, N.S. Road No. 10, JVPD Scheme, Juhu, Vile Parle (West), Mumbai - 400 049.	
<b>Peddar Road :</b> Asha Mahal, 46, Dr. B.G. Deshmukh Marg, Mumbai - 400 026.	
<b>Powai :</b> Prudential, Hiranandani Business Park, Powai, Mumbai - 400 076.	
<b>Thane :</b> Ishkrupa, Ram Maruti Road, Naupada, Thane (W) - 400 602.	
<b>Mysore</b>	99809 27373
<b>Main Office :</b> No.1, Block III, Kalidasa Road, Jayalakshmpuram, Mysore - 570 002.	
<b>Nagpur</b>	98601 07373
<b>Main Office :</b> Shirram Shyam Towers, Shop No. 6 & 7, S.V. Patel Road, Kingsway, Nagpur - 440 001.	
<b>New Delhi</b>	2373 9696
<b>Main Office :</b> 25 Barakhamba Road, New Delhi - 110 001.	
<b>Greater Kailash I :</b> R-47, Greater Kailash 1, New Delhi - 110 048.	
<b>South Extension I :</b> F-43, South Extension-I, New Delhi - 110 049.	
<b>Basant Lok :</b> 12, Basant Lok, Vasant Vihar, New Delhi - 110 057.	
<b>Punjabi Bagh :</b> No. 34 Central Market, Sector 2 West Avenue Road, Punjabi Bagh (W) New Delhi -110 026.	
<b>NOIDA</b>	99107 97373
<b>Main Office :</b> Plot No.K-14-18, Sector 18, Gautam Budh Nagar, NOIDA - 201 301.	
<b>Patna</b>	99313 37373
<b>Main Office :</b> Kataruka Niwas, South Gandhi Maidan, Patna - 800 001.	
<b>Pune</b>	6602 8686
<b>Main Office :</b> Amar Avinash Corporate City, Sector No.11, Bund Garden Road, Pune - 411 001.	
<b>Shivaji Nagar :</b> Pradcep Chambers, 813/1, Shop No. 3, Bhandarkar Road, Pune - 411 001.	

<b>Raipur</b>	98932 77373
<b>Main Office :</b> D M Plaza, Holding No. 8/127, Moulana Abdul Rauf Ward No. 36, Fire Brigade Chowk, Chhotapara, Raipur - 492 001.	
<b>Trivandrum</b>	98954 77373
<b>Main Office :</b> Kulathakal Towers, Diamond Hill, Vellayambalam, Trivandrum - 695 010.	
<b>Vadodara</b>	98983 77373
<b>Main Office :</b> Sheel, 1/2, Kalpana Society, Inox Multiplex Road, Race Course Circle, Vadodara - 390 007.	
<b>Visakhapatnam</b>	98496 77373
<b>Main Office :</b> Vinayagar Paradise, D. No. 10 - 1 -38 / b, Waltair Uplands, T. B. Road, Visakhapatnam - 530 003.	

