

## **HSBC – Health Check Program**

### **Terms and Conditions**

1. HSBC Bank (hereinafter referred to as the "Bank" offers to its existing Classic/Gold/Platinum Credit Card customers (hereinafter referred to as "HSBC cardholder") a "HSBC Card Health Check Program" facility (hereinafter referred to as the "Program") upon fulfillment of such terms and conditions, including the terms and conditions contained herein below, read along with terms of the HSBC Cardholder Agreement and such other terms and conditions that the Bank may deem appropriate in its sole discretion.
2. The Program offers the HSBC Cardholder the following service (hereinafter referred to as "Facility"). HSBC Card Health Check Program offers Special value offer on healthcare services to help HSBC cardholder(s) get the best value from their purchases.

This Program is subject to fulfillment of the following conditions by the HSBC cardholder(s):

- a. Amount of Charges payable shall be intimated to the HSBC cardholder(s) in the monthly Credit Card statement sent to the HSBC cardholder(s).
  - b. The participation of Cardholder(s) in the Program is voluntary
  - c. Once the participation of HSBC cardholder(s) in the Program is confirmed and/or the HSBC cardholder(s)'s has been debited for the same the Bank is authorized to charge for the Program, which is valid for one year till cancellation/ termination of the Program for any reason whatsoever or maturity thereof, whichever is earlier. In this regard Bank shall debit the HSBC cardholder's Credit Card account with an amount equivalent to the fees connected with the program or incidental thereto.
  - d. The Program may be availed by the HSBC cardholder(s) by providing the Bank with a list of information required by the Bank. Mainly the last 4 digits of the card, customer's date of birth and card expiry date.
3. The Bank may provide to such HSBC cardholder(s) who avail the Facilities under the Program, lifestyle offers and gifts. Further, the Bank is neither responsible nor is liable towards the quality of goods/ services offered as gifts, any defect or deficiency therein, the Bank shall not entertain any claim in respect of or arising out of non-use or use of, the said products/services/gifts. The pictures/description of the prizes shown in the mailers/ communication sent to the HSBC cardholder(s) are representative only and the prizes are subject to availability from the respective suppliers and may be suitably replaced in case of non-availability from the respective suppliers, by Bank at its sole and absolute discretion. The offers/ gifts are non-transferable and cannot be encashed.
  4. The term(s) and condition(s) contained herein shall be read in conjunction with the scope of cover/terms and conditions contained in the Program. However, the terms and conditions contained in the Program shall modify or supersede the terms and conditions contained herein.

In addition to the above, it is further clarified that the Bank shall alert the respective HSBC Cardholder(s) through mediums such as e-mail and/or SMS, etc. The Bank shall at no point of time be obligated and/or held liable in any manner whatsoever, especially on account of fault in the service of designated 3rd parties and/or service providers which may include non-delivery of SMS, over-quota e-mail account, network disruption, claims on account of gifts receivable, etc. Any claims seeking reversal and/or charge-back of the amount paid to the Bank under the Program for any reason whatsoever including upon the occurrence of the aforesaid events, made by the HSBC cardholder(s) will not be entertained by the Bank under any circumstances.

5. The obligations of the parties recorded herein shall be subject to usual force majeure conditions.
6. The usage of the Program shall be strictly in accordance with applicable law, including any amendment, modification or re-enactment thereof.
7. The Bank reserves the right to refuse, revoke and/or discontinue the Facilities under the Program to any HSBC cardholder(s) without having to cite any reason and/or any other obligation whatsoever towards the HSBC cardholder(s). Further, for the provisions of the Facility, the HSBC cardholder(s) may be contacted by the Bank and/or its associates, designated 3rd parties, through various medium, including but not limited to e-mails, SMS, monthly statements, etc. It is further clarified that the acceptance of providing the Facility by the Bank is not a conclusive obligation as the designated 3rd parties and/or service providers may further choose to reject the request of the HSBC cardholder. In such an event, the Bank shall communicate the aforementioned to the HSBC cardholder without having to cite any reason and/or any other obligation whatsoever.
8. The Bank reserves the right at any time and without prior notice to add, alter, modify, change or vary all or any Terms and Conditions, including the interest charges.
9. Nothing contained herein amounts to a commitment by the Bank to conduct further, similar or any other scheme. Further nothing herein shall in any manner hold the Bank responsible or liable towards the quality of service/ products and/or satisfaction of HSBC cardholder(s) especially in the event wherein the aforesaid services/products are not provided directly by the Bank.
10. The HSBC cardholder(s) shall not hold the Bank responsible for or liable for any action, claims, demands, losses, damages, cost, charges and expenses which the HSBC cardholder(s) may suffer, sustain or incur by means including but not limited to revocation, non-sanctioning or cancellation of this Program, non-delivery of gifts, etc.
11. Any taxes or liabilities or charges payable to the Government or any other authority or body which may arise or accrue to a HSBC cardholder for availing the Facilities under Program or the gifts received from Contests or services incidental to or connected with the Program shall be borne directly by HSBC cardholder or billed to the account of the HSBC cardholder.
12. All complaints, related to Health Check Program offer, shall be addressed directly to PLAT5 c/0 INDIAN HEALTH ORGANISATION PRIVATE LIMITED, 9/5 NEHRU ENCLAVE EAST NEW DELHI 110019. And all other general complaints (other than this offer) can be addressed to the HSBC card helpline: Or email us at IHO@plat5.com
13. All disputes, if any, arising out or in connection with or as a result or the offer or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts/tribunals in Mumbai only, irrespective whether courts/tribunals in other areas have concurrent or similar jurisdiction.

**Additional Terms and Conditions – IHO HEALTH PLAN Card**

- a) "IHO" shall mean INDIAN HEALTH ORGANISATION PRIVATE LIMITED having its office at 9/5 NEHRU ENCLAVE EAST NEW DELHI 110019.
- b) "IHO HEALTH PLAN CARD" shall mean a CARD issued by IHO
- c) "Member" shall mean any HSBC Credit Cardholders participating in the offer and availing the IHO HEALTH PLAN facility under the Health Check / Health Plus Program and holding the IHO HEALTH PLAN Card issued under this program/offer.

1. The Program is open to Customers who are resident Indian nationals, unless otherwise notified by the Bank.
  - i. HSBC in association with PLAT5 offers to its existing eligible Classic/Gold/Platinum Credit Card Customers the Health Plan Card from IHO under which the Customers are entitled to receive certain free and subsidised services from Medical Professionals / Organisations / Institutions / Pathology Labs / Radiology Labs / Others, who have done so for the cause of promoting high quality & affordable health care in India (i.e. for societal cause & not for promoting their practice in any way). The various benefits offered are:
    - a. Dental Benefits:
      1. No consultation fees charged by any dentist for any number of visits.
      2. 50% off on any Cleaning and X-rays at dentists
      3. 30% (min 25%) off on ALL dental treatments
    - b. Medical Benefits
      1. 2 consultations absolutely free with any empanelled doctor
      2. Upto 25% off on any further treatments with Doctor within clinic subject to min. of 20% off
    - c. Radiology/ Pathology Benefits
      1. 30% off on all pathology or radiology tests
    - d. Preventive Health Check-Up Benefits  
  
Four Health checkup vouchers as an enrollment benefit offering up to 60% savings on normal charges
  - ii. Each of the IHO Health Plan Cards would be valid for 1 year. The empanelled doctor/consultant shall not render any services/subsidised services to the Card holder after the expiry of the IHO Health Plan Card. In case the Member approaches the doctor/consultant after expiry of the Card, he shall be responsible for payment of full fees (even for a previously continuing treatment or for a continuing/existing ailment).
  - iii. In order to receive medical services at the subsidised fee, a Member must present his / her Membership Card to the IHO empanelled Medical Service Provider / others before services are rendered & agree to the applicable fee accordingly.
  - iv. Members must pay for the medical service provider directly at the time of Service unless otherwise agreed upon between Medical Service Provider and the Member.
  - v. All medical, dental and / or other health care services is the responsibility of the treating Medical / Dental Service provider, to be carried out in consultation with the Member. Selection of the Medical / Dental Service provider & services/treatments to be taken is finally the responsibility of the Member and is not based on any representations or recommendations by IHO.
  - vi. To confirm the current fee for a particular Dental or Medical service provider, the Member should first contact the Customer Care Number of IHO for guidance. For medical requirements the Member shall call the inbound helpline of IHO from 10 am to 6 pm on all working days & ask for the certain specialised doctor type. IHO Helpline will give options of various Doctors along with their location, exact offer, qualification, contact details, experience etc. Member shall take appointment with the Clinic directly. The choice of Doctor and Treatment is at the discretion of the Member. The role of IHO is to facilitate the process

- of providing access to the panel of doctors. (Member has to call IHO to check the fee rates, and to understand the location of doctor close to him)
- vii. The offer to the Customer does not include all medical specialisations and treatments.
  - viii. Each IHO Health Plan Card is applicable for one person. It is not transferable & cannot be used by any other member.
  - ix. The Program described herein and the terms and conditions indicated herein below are at all times to be read along with terms of the Credit Card Agreement and such other terms and conditions that the Bank may deem appropriate in its sole discretion from time to time.
  - x. This Program is administered by IHO and shall be valid until the expiry of Program Period, namely one year from the month of issuance of the card.

### **TERMS AND CONDITIONS**

- i. The Customer is entitled to avail the offer described in the Program hereinabove upon fulfillment of the eligibility criteria prescribed by the bank in its sole discretion. Once the Customers meet the prescribed requirements, the Bank shall send the Health Plan Card to the eligible Customers.
- ii. The Customer must be over 21 years of age to be eligible to use the Health Plan Card. All Customers should ensure that they hold a valid ID proof, if necessary.
- iii. An IHO Member is defined as an individual who has a valid and current IHO Health Plan Card issued by Indian Health Organisation Pvt Ltd.
- iv. The Terms & Conditions of the IHO Health Plan Card, the doctors empanelled with IHO & the offers made on the IHO Health Plan Card may periodically change. Members are hence requested to check for these changes on the website ([www.indianhealthorganisation.com](http://www.indianhealthorganisation.com)) on a regular basis. Usage of the IHO Health Plan Card by the Card Holder (IHO Member) implies that the Card Holder agrees to the terms and conditions of Service & other terms as incorporated herein and understands that these terms govern the use of IHO's Health Plan Card. All IHO members are understood to have read (on their own behalf and on behalf of their dependents/family members) the following terms and conditions and agree to abide by these Terms of Use.
- v. IHO reserves the right to modify, alter or otherwise update these IHO Health Plan Terms at any time and all the Members agree to be bound by such modifications and/ or updates. The Members are entitled to receive certain free and subsidised services from Medical Professionals / Organisations / Institutions / Pathology Labs / Radiology Labs / Others, who have done so for the cause of promoting high quality & affordable health care in India (i.e. for societal cause & not for promoting their practice in any way).
- vi. In order to receive medical services at the subsidised fee, a Member must present his / her Membership Card to the IHO empanelled Medical Service Provider before services are rendered & agree to the applicable fee accordingly. Members must pay for the medical service provider directly at the time of Service unless otherwise agreed upon between Medical Service Provider and the Member. If a Member wishes to confirm the current fee for a particular Dental or Medical service, he / she should first contact the Customer Care Number of IHO for guidance.
- vii. **MEMBERSHIP TERM:** Once the initial "Membership Fee" and any enrollment, processing or other fee is paid and received, a Member will be entitled to the subsidised medical services during the

membership period as defined by the expiry date given on the face of the Indian Health Organisation Health Plan Card (from the date of activation). Validity of the Card is 12 months or as otherwise stated on the valid / active IHO Health Plan Card. The empanelled doctor/consultant shall not render any services/discounted services to the Member after the expiry of the Card. In case the member approaches the doctor/consultant after expiry of the Card, he shall be responsible for payment of full fees.

- viii. **RENEWAL OF MEMBERSHIP:** It is the responsibility of the member to ensure that IHO receives the payment for renewal of membership renewal at least four weeks prior to the Card expiry. IHO is not responsible and assumes no liability for any disruption of service in case the payment gets delayed or the payment cheques are dishonoured. In case of dishonoured cheques, a penalty will be charged. Membership will remain suspended till the realization of the payment.

Kindly note that any treatments being offered at subsidised rates will not be offered at these rates by the medical practitioner, once the Card validity has lapsed.

- ix. The IHO Health Plan & its empanelled Medical Practitioners do not cover all procedures, treatments, services and surgeries and the member can confirm the procedures and surgeries by calling the IHO helpline. In case the empanelled doctor is unable to provide services/appointment for any reason whatsoever, IHO shall provide an alternate option for the same on best effort basis and IHO liability shall be restricted to the same.
- x. IHO has, on a best effort basis, ensures that all empanelled medical practitioners are adequately qualified & offer a high standard of service. However, IHO shall not be responsible for their advice/treatment/level of services.
- xi. In case an existing empanelled IHO doctor/consultant/practitioner is removed from the panel, IHO shall empanel or refer an alternate medical practitioner/doctor/consultant for the same and its liability shall be limited to the same.

There will be no priority of treatment for any Card holder and the Card holder shall himself be responsible for seeking an appointment with the doctor/consultant. When a Member calls the IHO Helpline, he/ she will be given options based on his/ her requirements; post this, the Member will then directly take appointments with any of the doctors

- a. The number of free consultations for a Member will be limited to two (02) per doctor per membership term. The two free consultations per membership term will be offered by all empanelled doctors. Once a member goes to a doctor, He has to show the Card in advance and discuss fees before treatment starts.
- b. The treatment covered under the IHO HEALTH PLAN shall be limited to in-clinic treatment by the empanelled doctor and shall not cover treatment at any other facility or by any other specialized/referred doctor/visiting doctor/consultant.
- c. **LOST CARD:** In case of loss of Membership Card, a Duplicate Card may be issued at the nominal charges of Rs. 500 /-. The tenure of the membership will remain as specified in the initial membership Card.  
IHO HEALTH PLAN Members are advised to address their complaints, if any, to IHO customer service representatives. However if a Member is not satisfied, he/she may write to IHO at IHO's corporate office address at Customer service Manager,9/5 NEHRU ENCLAVE EAST NEW DELHI 110019 or mail IHO at [service@indianhealthorganisation.com](mailto:service@indianhealthorganisation.com)
- d. The Member's rights or duties under this Agreement may not be assigned or delegated without the prior express written consent of IHO HEALTH PLANS. Member agrees that he / she will use his / her

Plan or Program Membership only for his / her personal benefit or for the benefit of his / her Family Members who each have individual IHO Health Plan Cards for themselves (in case of Family plan). The Member is responsible for paying Dental & Medical Service Providers and / or vendors / others for all services rendered directly unless otherwise agreed upon by the Member and Medical / Dental / other Service Provider or vendor. IHO HEALTH PLANS is in no way responsible for the dental / medical / other services provided by a Medical / Dental practitioner or vendor.

- e. The IHO HEALTH PLAN Card provides the Member access to a network of voluntarily participating medical professional / dentists & other medical practitioners / vendors who are independent practicing professionals. Participating providers are independent contractors in private practice and are neither employees nor agents of IHO HEALTH PLANS and / or its parents, subsidiaries or affiliates ("Indian Health Organisation (P) Ltd"). The availability of any particular provider or service cannot be guaranteed, and provider network composition is subject to change without notice. IHO HEALTH PLANS does not provide medical, dental or any other treatment and is not responsible for outcomes. All medical, dental and / or other health care services is the responsibility of the treating Medical / Dental Service provider, to be carried out in consultation with the Member. Selection of the Medical / Dental Service provider is finally the responsibility of the Member and is not based on any representations or recommendations by IHO.
- f. The medical & dental practitioners (& other vendors) have agreed to offer their services at subsidised fee for the cause of increasing health awareness, specifically preventive health care & nowhere does it construe that the empanelled doctors and professionals are doing so for commercial reasons. The term "Subsidised Fee" means a service that is available to a Member at a lower cost from fees normally charged by the provider and for which the Member is solely financially responsible. The Member understands that all payments to providers are due and payable at the time of service. In order to access Reduced Fee Services, the Member must present his / her Membership Card at the provider's office at the time of his / her appointment.
- g. The Member should clarify all rates and fees before going forward with any consultation or treatment with the IHO empanelled medical practitioners & should also clarify the subsidised rates in advance (& all other details about the treatment or check up or test, etc) & be satisfied about the same before starting the treatment. IHO shall not participate or be responsible for any dispute on the same (related to rates and subsidised rates once the treatment has started & costs have been incurred). If a particular medical practitioner does not offer the subsidised rates as per the IHO Member's satisfaction, the Member should contact IHO Helpline numbers (1-800-1034466, 011-26441352, 098992 40039) & IHO will refer the Member to other Medical Practitioners empanelled with IHO. IHO will not be responsible for providing any compensation to the IHO Member for the charges levied by the medical practitioner empanelled with IHO.
- h. IHO health plans is not a merchant, manufacturer, or provider of the dental & medical services. Iho health plans does not give any warranty, express or implied, as to description, quality, fitness for any particular purpose, productiveness, or any other matter, for any services or merchandise purchased or received by a member from a medical practitioner, dentist, pathology lab / radiology lab/ provider through his / her membership. In the event that any product or service purchased or received by a member is defective, or otherwise unsatisfactory, the member will deal directly with the provider, seller, merchant or manufacturer of the product or medical / dental service for any repair, exchange, refund or satisfaction of claim.
- i. IHO & the Medical Practitioners empanelled with IHO reserves the right to revise their charges at any time save and except the benefits mentioned in Clause 1 hereinabove. Any pre-existing offers at the Medical Practitioners or Laboratories/ Clinics are independent and the Medical Practitioners or Laboratories/ Clinics may choose not to offer the IHO Members any further benefits on such services, packages or existing offers.

- j. Each Member, for himself / herself, and on behalf of any Family Member who uses the services under the Health Card hereby forever releases, acquits and discharges each of IHO and its employees, officers, directors, agents and affiliates from any and all liabilities, claims, demands, actions and causes of action that such Member or his / her legal representative(s) may have by reason of any damage or personal injury sustained as a result of or during the course of the use of any medical / dental service/ Other services.
- k. IHO HEALTH PLANS offered by Indian Health Organisation Pvt Ltd are not health insurance policies. The Card provides subsidised services through its empanelled doctors at certain health care centers. The Card holder is obligated to pay for all health care services from those Medical / Dental Service Providers who have contracted with IHO HEALTH PLANS for providing services under the empanelment agreement.
- l. The IHO Health Plan Card is not transferable and may not be used in conjunction with any other offer.
- m. IHO and/or the Bank shall not guarantee availability of a Doctor on the selected dates/city/services required by the Customer.
- n. No Card shall be accepted when photocopied, torn, cut, not within validity period, without member name on Card, visibly damaged or illegible. IHO & its empanelled Doctors reserve the right to refuse the Card if presented by people other than those to whom they were issued.
- o. The bank clarifies that the Card that is issued to Customer(s) cannot be used in conjunction with any alternative offer or promotion whatsoever and the offer is for individual usage by the said Customer only. Further, the Bank clarifies that the Card is non transferable/ non negotiable/ non endorsable and cannot be sold, resold, exchanged or redeemed for cash or any other alternative form whatsoever.
- p. It is also clarified that taxes (if any) with regard to the offer including but not limited to, service charges, etc. are to be borne by the Customer(s). Further, the amount charged for these taxes/charges are subject to change due to various circumstances beyond the Bank/IHO's control and the bank and/or the IHO shall not be liable for the same.
- q. No refund of any amount paid by the Customer under the offer shall be made after the Card has been issued to such Customer. The bank shall not have any liability whatsoever over the aforesaid refund and any Customers' complaints or claims thereof shall lie exclusively with IHO.
- r. It is clearly stated that the bank shall in no circumstances whatsoever be liable for any services related to the offer including but not limited to the dispatch of the Health Plan Card, receipt thereof by the Customer(s), damage, mutilation or loss of Card during mail transit, etc. The bank's responsibility under the offer is limited to communicating the details of the offer to the Customer and sending the Card to the list of Customer(s). The bank shall in its sole discretion send the Card to the Customers eligible for availing the offer, in accordance with its policies as applicable from time to time. The bank shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life) to an Customer directly or indirectly, by use or non use of any other products/services offered under the offer.
- s. The bank does not hold any warranty or makes any representation with regard to the delivery, quality, availability, merchantability or suitability of the services as may be offered under the present offer and the bank shall not entertain or be responsible for any communication in this regard. Under the offer, all doctors/ services/treatments shall be subject to availability, for instance during special events, conferences, festivals, availability of doctors / dates may be more restricted.

- t. The Terms & Conditions as stated herein are not exhaustive and can be modified, altered by the Bank & PLAT5 and/or IHO in its sole discretion at any time whatsoever (& updated IHO Health Plan Card terms should be regularly viewed on [www.indianhealthorganisation.com](http://www.indianhealthorganisation.com)). IHO reserves the right at any time without previous notice to add, alter, modify, change or vary all or any Terms and Conditions, including the number of Customer(s) to be identified, any charges that may be levied in light of provision of the offer, etc. Nothing contained herein amounts to a commitment by the bank to conduct further, similar or any other scheme.
- u. The availing of the offer by the Customer(s) is voluntary and if any Customer(s) choose not to avail the offer, then he/she may inform/intimate the bank in this regard in the manner as indicated by the bank in its sole discretion from time to time. The availing of the offer shall be strictly in accordance with applicable law, including any amendment, modification or re-enactment thereof. The bank reserves the right to refuse, revoke and/or discontinue the offer to any Customer without having to cite any reason and/or any other obligation whatsoever towards the said Customer. Further, the Customer may be contacted by the Bank and/or its associates, designated Third Parties, through various medium, including but not limited to e-mails, SMS, monthly statements, etc.
- v. The Bank and PLAT5/IHO reserve the right to change/ modify/ withdraw/ suspend/cancel the offer without prior notice and without assigning any reason thereof.
- w. The Customer understands and acknowledges that it is their duty to follow all laws, rules, regulations, notifications, circulars and guidelines issued by the Government of India and/or the Reserve Bank of India ("RBI") and/or any other relevant statutory authority including without limitation the Exchange Control Rules and Regulations of the RBI (the Exchange Control Regulations), in relation to the usage of the Card, including in terms of the Customer Agreement.
- x. The Customer hereby understands and gives his/her irrevocable consent for personal information relating to the Customer to be exchanged with IHO for the purpose of the present offer under the aforesaid Program.
- y. By the act of using the Card, the Customer shall be deemed to have read, understood and unconditionally accepted these terms & conditions contained herein and further agreed to be unconditionally bound by these terms and conditions.
- z. The instructions with regard to usage under the offer and all the other information stated on the Card and on [www.indianhealthorganisation.com](http://www.indianhealthorganisation.com) also form part of the terms and conditions of this offer and Customer shall be deemed to have accepted them unconditionally.
- aa. All claims made by Customers in relation to the offer that do not comply with these terms may, at the bank's and IHO's sole discretion, be disqualified. In the event that any claim is disqualified then the Customer shall forthwith return any Card issued pursuant to such claim to the bank/IHO.
- bb. IHO and the bank and its authorized agents have no responsibility for the administration of the Docotrs/laboratories and will not accept any complaints regarding the quality or performance thereof.
- cc. By accessing the empanelled doctors, the bearer of the Card agrees in full with these regulations.
- dd. IHO reserves the right to reject any request submitted in contravention of these terms and conditions.
- ee. In case of any contrary clause existing between the present terms and the Primary Terms & Conditions of the Customer Agreement, in such case the latter shall prevail.

- ff. In case of any dispute regarding the program, and/or incidental or ancillary to it, between the customer, the bank, PLAT5 and/or IHO, in such case, the dispute shall be subject to be referred to Arbitration, to be conducted by a Sole Arbitrator, appointed by the bank, and shall be in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. Arbitration shall be conducted at Mumbai, and the language of Arbitration shall be English.
- gg. All terms and conditions stated herewith are subject to Indian Laws and the exclusive jurisdiction of the Courts in Mumbai only.

### **Terms and Conditions for Free Air Ticket**

1. The Customers in order to avail of his free flight entitlement, needs to send the completed, Booking Request Form, directly to Heritage Holidays Pvt. Ltd. (hereinafter referred to as "PLAT5"). HSBC Bank (HSBC) is not liable or responsible for the same in any manner.
2. A minimum of 21 days notice before travel is required. The completed Booking Request Form shall be submitted to PLAT5 at Heritage Holidays Pvt. Ltd. F-138 first floor, Rajouri Garden, New Delhi-110027, before the last date of submission of voucher (which is mentioned on every booking request form).
3. The Customer hereby further understands and agrees that PLAT5 is solely responsible for all activities relating to servicing of this offer, including and not limited to, arranging of tickets in accordance with Customer preferences, interacting with eligible Customers, dispatching and delivering of Customer tickets, etc.
4. On receipt of your Fly for Free Booking Request Form, PLAT5 shall contact the Customer within 15 working calendar days, to confirm availability. And claim any extra charges such as additional passenger amount, supplements or taxes (as specified herein below). PLAT5 shall be solely liable for all /any representations / warranties / communications made during the conversation.
5. HSBC does not hold any warranty or make any representation of the delivery, quality, merchantability or suitability of the Air Tickets and / or any other products / services as may be offered under the offer.
6. The Customer hereby understands and gives his/her irrevocable consent for personal information relating to the Customer to be exchanged with PLAT5.
7. Any dispute / complaint must be addressed by the Customer in writing to PLAT5 directly and HSBC shall not entertain any communication in this regard.
8. All flights must be direct to the destination airport. The Customer shall not have a choice in airline and the airline shall be decided by PLAT5.
9. Airport / fuel surcharge and other taxes, passenger service charges, airline failure insurance and other surcharges levied by the airline or travel organizers are excluded. The said taxes / charges including any other Taxes / charges levied shall have to be paid by the Customer to PLAT5 on the confirmation of the flight. The Customer hereby understands that these taxes / charges are subject to change due to circumstances beyond PLAT5's control and PLAT5 shall not be liable for the same. The customer shall stand to pay these charges which are applicable on the date of flight
10. The customer needs to fill up the booking Form by giving 3 options of dates as well as destinations as per his choice.

11. Flights will be subject to promotional availability. The Customer hereby understands that during special events and festivals, flight availability may be more restricted. Where a particular flight is not contractually available, PLAT5 shall offer an alternative flight with another airline.
12. Only one Fly for Free Booking Request Form may be filled up per eligible customer and per booking. By the act of filling up of the Free on Air Booking Request Form, the Customer shall be deemed to have read, understood and unconditionally accepted the Terms & Conditions and further agreed to be unconditionally bound by the Terms and Conditions.
13. Only the eligible HSBC Customer may fill in the details on the Free on Air Booking Request Form.
14. Fly for Free Booking Request Form is not transferable and cannot be sold, resold or redeemed for cash. There is no cash alternative this offer. All reservations are strictly subject to promotional availability.
15. No cancellations or amendments are possible after confirmation of your booking. In case the 3 destination choices and 3 date choices are not available, then you may give PLAT5 alternate destinations and dates.
16. The Customer hereby expressly acknowledges and undertakes that HSBC and PLAT5 cannot be held responsible for any alterations to the flight schedules.
17. All journeys must be completed before the "Date by which travel must be completed". This date is mentioned clearly on the Booking request form. No flight reservations shall be permitted if the travel date is not mentioned or the date mentioned is beyond the period mentioned in the booking request form.
18. The booking instructions (how to book) and all the other information are stated in the Fly for Free Booking Request Form also form part of the terms and conditions of this offer.
19. Any person taking advantage of this promotion does so, upon complete acceptance of the Terms and Conditions. Claims that do not comply with these Terms and Conditions may, at HSBC's and PLAT5's sole discretion, be disqualified.
20. PLAT5 and HSBC reserve the right to refuse to redeem the Free on Air Booking Request Forms if submitted by persons other than those to whom they were issued. HSBC shall not be held responsible for any claims for booking request forms that are lost, misdirected, incomplete, illegible, late or mutilated.
21. Free on Air Booking Request Forms cannot be used in conjunction with any alternative offer or promotion.
22. Proof of posting is not proof of receipt. Eligible Customers should get in touch with PLAT5.
23. The Customer hereby understands that this is a Limited Period Offer.
24. HSBC and PLAT5 reserve the right to change/ modify/ withdraw/ suspend/cancel this offer without prior notice and without assigning any reason thereof.
25. The present offer is administered by PLAT5.
26. The Flight Booking Request Form Terms & Conditions are subject to Indian Law and the exclusive jurisdiction of the New Delhi Courts.

**Additional Terms and Conditions - Cash Back**

1. The '5 % Cash Back' Offer (hereinafter "Cash Back Offer") is open to Primary HSBC cardholders selected at the sole discretion of Bank (hereinafter Bank) who are Indian citizens holding a valid and current Credit Card (hereinafter Cardholder).
2. The cash back offer is available for 60 days from the date of debit of the cardholder's card, by the bank. Under this cash back offer, the Bank will credit back 5% of the total spends done on the card during the 60 day validity period, subject to a maximum of Rs. 500, to the cardholder's account.
3. The program fees will not be considered for the purpose of calculation of spends.
4. The cash back credit will take place only after receipt of the fees from the cardholder. Spends made across all cards linked to a cardholder account will be included. The 'Cash Back' will be made to the cardholder one month after the end of the offer period. For the purpose of this offer, all cash, balance transfer and installment program transactions will not be eligible for calculation of the amount spent by the cardholder. Bank reserves its absolute right at any time to add, alter, modify or change or vary the terms and conditions stated herein and such amendment(s) / modification(s) shall be binding on the Cardholder. The Offer being made by the Bank is optional and the Cardholders are not bound in any way to participate in this facility. Any such participation in the Offer by Cardholder is voluntary. In case a Cardholder does not want to participate in this facility, he should inform the Bank of the same through Bank by Phone. However, such a request should be received by the Bank within 7 days of the statement date. The facility shall be eligible to service tax and/or other taxes/charges etc. as may be applicable under law from time to time. Any dispute arising out of or in connection with the or as a result of 'Cash Back' facility shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

**Additional Terms and Conditions - Assured Gifts**

1. Free Joining Gifts (like a branded watch) will be dispatched once the fees have been paid by the customer.
2. HSBC is not responsible for the quality of the gifts or the state in which the goods have been delivered or the time taken to deliver. Gifts may vary from one HSBC cardholder to another.