

MOST IMPORTANT TERMS AND CONDITIONS

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1. FEES AND CHARGES

a) **Joining fees and annual membership fees**

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 Spencer's Happy Ties Card has been availed of by the cardholder. These fees, including fees for any additional (add-on) cards, as applicable, are charged to the cardholder's credit card account on issuance/renewal and the same would be reflected in the monthly credit card statement for the month in which it is charged. No refund of fees will be available if the credit card is terminated. Current charges are mentioned in the tariff sheet given below.

b) **Cash advance fees**

The cardholder has access to cash, round the clock, at HSBC/VISA ATMs in India and overseas. A transaction fee of 2.5% of the transaction amount (subject to a minimum of Rs. 300) would be levied on all such transactions at the time of posting of the cash advance and would be billed to the cardholder in the next monthly statement. The transaction fee is subject to change at the sole discretion of HSBC. Cash advance transaction is also subject to a finance charge at the prevailing rate calculated on daily outstanding balances from the date of withdrawal. The finance charge will be debited to the credit card account on the last day of the billing cycle.

c) **Service charges levied for certain transactions**

- Fees and charges, as may be applicable from time to time, are payable by cardholders for specific services provided to the cardholder or for defaults committed by the cardholder with reference to his / her card account.



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- Tariff structure is subject to change from time to time at the sole discretion of HSBC. Such changes, other than changes in rate of finance charge (interest rates) and those, which are as a result of regulatory requirements, will be made with prospective effect giving notice of at least one month.
- 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.
- Late payment charge will be applicable if minimum amount due is not paid by the payment due date.
- Overlimit charges are applicable in the event of total outstandings exceeding the credit limit assigned.

Tariff Sheet

Standard joining fees PLATINUM GOLD CLASSIC	Nil Nil Nil
Standard annual fees PLATINUM GOLD CLASSIC	RS. 1,500 Rs. 700 Rs. 250
Standard annual fees for add-on card PLATINUM GOLD CLASSIC	RS. 750 Rs. 350 Rs. 100
Free credit period	Up to 52 days
Finance charges on extended credit and cash advances PLATINUM GOLD CLASSIC	2.75% [#] per month (33% [#] per annum) 3.3% [#] per month (39.6% [#] per annum) 3.5% [#] per month (42% [#] per annum) computed from the date of transaction
Minimum repayment 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 minimum of Rs. 100. Interest will be charged on the extended credit as per terms and conditions.
Duplicate statements (older than three months)	Rs. 100 per statement
Charge in case of cheque bounce, standing instruction dishonoured or unsuccessful payment through ECS	Rs. 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 Rs. 300)*

Transaction fee for cash withdrawal against your bank account at ATMs overseas	Rs. 100
Transaction fee for cash withdrawal against your bank account at non-HSBC ATMs in India	NIL
Overlimit fee	Rs. 500 per month
Late payment fee (charged if minimum amount due does not reach HSBC by payment due date)	50% of the minimum amount due (subject to a minimum of Rs. 400 and a maximum of Rs. 750 per month)
Sales slip retrieval/charge back processing fee	Rs. 225
Outstation cheque processing/ collection charge	Up to Rs. 10,000 – Rs. 50 per cheque Rs. 10,001 to Rs. 1,00,000 – Rs. 100 per cheque Rs. 1,00,001 and above – Rs. 150 per cheque
Credit card replacement fee	Rs. 100
Currency conversion charge for foreign currency transactions	3.5%
Balance enquiry on the credit card at other bank ATMs	NIL
Cash Payment Charge (HSBC credit card bill payments made in cash at HSBC Branches & Drop boxes)	Rs. 100 (w.e.f. 27 October 09)
Collection payment pickup fee (Payment pickup by HSBC for payments overdue)	Rs. 100
Copy of Credit Information Report (CIR)	Rs. 50

Payments made to a cardholder account will be settled in the order of the payment hierarchy indicated under the section on Billing & Payments.

#Or as decided by the Bank from time to time.

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

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. 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 at the time of delivery of the card and are also indicated in your monthly card statement. The available credit limit is provided as part of the monthly

statement. The Bank reserves its right to reduce the credit limit without any prior notice or intimation. Usage of the card shall be deemed as acceptance of the credit limits granted from time to time.

E.g.: If you are an HSBC Spencer's Happy Ties Cardholder and you purchase a watch for Rs. 1,200 on 01 March and a necklace for Rs. 800 on 10 March, the following interest will be charged on your purchases:

	Platinum Credit Card	Gold Credit Card	Classic Credit Card
Outstanding due in 20 March statement	Rs. 2,000	Rs. 2,000	Rs. 2,000
Payment made on the due date of 11 April	Rs. 100	Rs. 100	Rs. 100
Balance carried forward (revolved)	Rs. 1,900	Rs. 1,900	Rs. 1,900
Interest calculations:	(2.75% p.m.)	(3.3% p.m.)	(3.5 % p.m.)
a) Interest on Rs. 1200 for 41 days (1 Mar to 10 April)	Rs. 44.48	Rs. 53.38	Rs. 56.61
b) Interest on Rs. 800 for 32 days (10 Mar to 10 April)	Rs. 23.15	Rs. 27.77	Rs. 29.46
c) Interest on Rs. 1900 for 10 days (11 April to 20 April)	Rs. 17.18	Rs. 20.61	Rs. 21.86
Total interest charged in 20 April statement	Rs. 84.81	Rs. 101.77	Rs. 107.93
Service Tax @10.3% on Interest	Rs. 8.74	Rs. 10.48	Rs. 11.12
Outstanding due in 20 April Statement	Rs. 1993.55	Rs. 2012.25	Rs. 2019.05

Making only the minimum payment every month would result in the repayment stretching till the entire outstanding is settled and consequent payment on your outstanding balance during this extended period. E.g.: If payment due is Rs. 5,000 and you do not make any new transactions on your HSBC Spencer's Happy Ties Gold Card, the repayment will stretch up to 6.5 years at the current tariff structure.

d) Interest free (grace) period

Cardholders can get up to 52 days free credit without any finance charge levied to the credit card account. This is applicable provided the credit card outstanding, as shown on monthly credit card statement, is settled fully by the payment due date. However, the free credit period will not be applicable for Cash Advance transactions.

e) Finance charges

- Cardholders can avail of the "extended credit facility" by paying the Minimum Payment Due (MPD) indicated in the monthly credit card statement. The MPD is calculated as 5% of the total payment due of the statement plus greater of Past Due amount or Overlimit amount (if any). Interest will be charged on the extended credit as per terms and conditions.
- If cardholders avail of the extended credit facility by paying an amount less than the statement net outstanding balance, the entire outstanding amount will attract a finance charge from the respective date of transaction at the prevailing rate. All new transactions will also attract a finance charge from the respective date of transaction.

- All cash advance transactions will attract a finance charge at the prevailing rate from the date of withdrawal until the entire amount along with the charges are cleared.
- Finance charges are computed from date of transaction at 3.5% per month (42% per annum) for Classic Credit Card, 3.3% per month (39.6% per annum) for Gold Credit Card and 2.75% per month (33% per annum) for Platinum Credit Card or at such modified rates as decided by the Bank from time to time.

2) CREDIT LIMITS

- 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 at the time of delivery of the card and are also indicated in your monthly card statement. The available credit limit is provided as a part of the monthly statement. The Bank reserves the right to reduce the credit limit without any prior notice or intimation. Usage of the card shall be deemed as acceptance of the credit limits granted from time to time.
- Credit limit is the maximum amount, which can be outstanding against the credit card account at any given time.
- In case the total outstanding exceeds the credit limit, all purchases / cash transactions initiated beyond this limit will be declined till the credit card account is funded fully or partly.
- The credit limit approved on the account is shared between the primary cardholder and the additional (add-on) cardholders.
- The available credit limit on the credit card account is the assigned credit limit less the 'Total Amount Due'. The cardholder should refer to the Bank to ascertain the available credit limit at any point in time.
- The cardholder may apply for a review of his assigned credit limit at any time after six months of satisfactory credit card operations.
- In case you wish to increase the credit limit on your credit card, please contact HSBC's Customer Service helplines.

3) BILLING & PAYMENTS

- a) Payments made to a cardholder account will be settled in the order of the following payment hierarchy: Cash transaction service charges*, Retail transaction service charges*, Annual fee, Late payment fee, Overlimit fee, Instalment handling fee, Instalment processing fee, Return cheque charges, Insurance premium, Interest charges (In the order of Balance Transfer Interest, Cash transaction Interest, Purchase transaction Interest), Principal Amount (In the order of Balance Transfer Principal, Cash transaction Principal, Purchase transaction Principal).

*Service Charges include Cash Service Charges (Cash Advance Fee, Service Tax) and 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).

- b) When the credit card account has an outstanding balance, HSBC will send a monthly itemised statement of account at the mailing address indicating the payments credited and the transactions debited to the cardholder's account since the last statement. Non-receipt of statement would not affect the cardholder's obligations and liabilities.
- c) Cardholders may choose to pay only the 5% minimum amount due, as printed on the statement, and such payment should be sent before the payment due date, which is also printed on the statement. If payment is made by cheque, the funds must be realised in the card account by the due date. The outstandings carried forward will attract a finance charge of 3.5% per month (42% per annum) for Classic Credit Card, 3.3% per month (39.6% per annum) for Gold Credit Card and 2.75% per month (33% per annum) for Platinum Credit Card or as decided by the Bank from time to time.
- d) Cardholders can choose from following modes of payment to settle monthly dues.
- Cheque/draft payment: The cheque/draft should be made payable to "HSBC A/c No. XXXX XXXX XXXX XXXX" (mention cardholders' 16 digit credit card number). Cheque/draft payment can be submitted at: - Drop-boxes at HSBC Branches / ATMs in India (visit www.hsbc.co.in for a complete list of Branches and ATMs)
 - Skypak drop-boxes (visit www.hsbc.co.in for a list of Skypak boxes located close to you)
 - Mail to The Hongkong and Shanghai Banking Corporation Limited, Clearing Department, M G Road, Fort, Mumbai 400 001.
 - Cash Payment: Cash payments can be made at any HSBC Branch in India.
 - Standing Instruction: If the cardholder is an account holder with HSBC, he / she can issue a standing instruction for transferring funds from the cardholder's HSBC account to credit card account.
 - Internet Banking: Cardholder can pay the credit card outstandings by logging on to www.hsbc.co.in.
 - ECS: Cardholders can make payment directly by authorising HSBC to debit a cardholder's account with any bank. This facility is available only in Mumbai and Delhi.
 - Electronic Funds Transfer (NEFT): You can make a payment towards you credit card account via NEFT, mentioning the complete 16 digit credit card number.
 - ATM / PhoneBanking: Cardholders can access their account with HSBC through ATM / PhoneBanking facility for making payments against credit card outstandings.
- e) Billing disputes resolution:
- The 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 Bank, whichever is earlier (prescribed period). Upon receipt of each statement of account and in any event no more than 30 (thirty) days from the prescribed period mentioned above, the cardholder agrees to immediately notify the Bank in writing of any errors, omissions, irregularities, including any fraudulent or unauthorised transactions or any other objections the cardholder has to that statement of account. If the cardholder fails to notify the Bank 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 cardholder and / or any person claiming under or through such cardholder without the requirement for any further proof and the Bank will be released from all liabilities 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 transactions the cardholder gave notice of in accordance with this section.

- For reporting billing discrepancies, cardholders can either call the Customer Service Centre (numbers are provided on the reverse of the monthly statement or www.hsbc.co.in) or write to K.C. Mahesh, Manager, Card Services, Ambal House, 610, Anna Salai, Chennai - 600 006. 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 - 600 004. The Reserve Bank of India has appointed an Ombudsman who can be approached for redressing customer grievances if they have not already been redressed by HSBC. The customer can approach the Ombudsman if he does not receive a response within 60 days or if he is not satisfied with the response.

4. DEFAULT

- In the event of default (if the minimum amount due is not paid by the payment due date or breach of any clause of the cardholder agreement), the cardholder will be sent reminders from time to time for payment of any outstandings on credit card account, by post, fax, telephone, e-mail, SMS messaging 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 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.
- As per Reserve Bank of India guidelines, we provide credit information relating to our credit cardholders to Credit Information Bureau (India) Limited (CIBIL) on a monthly basis. The information provided reflects the status as at the previous monthend and includes information regarding whether the credit card account is regular or delinquent. In the event a credit card account is delinquent as at 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 customer status are updated within a maximum of 30 days. To avoid any adverse credit history with CIBIL, credit cardholders should ensure that they make timely payment of the amount due on the Card account.

5. TERMINATION

- The cardholder may terminate this Agreement at any time by a 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 the outstandings. Where this Agreement relates to the use of an additional credit card, the usage of the additional credit card may be discontinued by written notice to HSBC by you. The additional credit card must be destroyed by cutting into several pieces through the magnetic strip.
- HSBC may at its own discretion recall the outstanding amount on your credit card(s) / additional card(s) without assigning any reason thereof. In the event of HSBC recalling the entire outstanding amount, the cardholder shall be given reasonable notice for paying the entire outstanding amount.
- Notwithstanding anything to the contrary stated elsewhere in these terms & conditions, HSBC may at its discretion, without notice to the cardholder, cancel the limit granted on the credit card / additional card(s) without assigning any reason thereof. In the event HSBC cancels the limit granted on your credit card account or credit card / additional card(s) in terms of this clause, HSBC shall intimate the cardholder on such cancellation.
- 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 agreement for whatever reasons or on insolvency or death of the 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 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.

- Any intimation given by HSBC hereunder will be deemed to have been received by the cardholder within seven days of posting to the address last notified in writing to HSBC.
- Closure of credit card may entail withdrawal of all facilities provided through use of the credit card and/or the credit card number.

6. LOSS / THEFT / MISUSE OF THE CARD

- a) If the credit card is lost / stolen, the cardholder should report it to HSBC immediately in writing or by calling Customer Service Centre.
- b) The cardholder is not liable for any transaction made on the credit card only after reporting the loss / theft / misuse to HSBC.
- c) Although loss or theft may be reported as mentioned in (a) above, the cardholder must confirm to HSBC in writing. A copy of the acknowledged police complaint must accompany the written confirmation.
- d) Should the cardholder subsequently recover the card, the recovered credit card must not be used. Please destroy the card by cutting into several pieces through the magnetic strip.

7. DISCLOSURES

- The cardholder acknowledges the right of HSBC to provide details of his / her account including those of any add-on cardholder(s), to third party agencies for the purpose of availing of support services of any nature by the Bank, without any specific consent or authorisation from him / her or any add-on cardholders.
- The cardholder further acknowledges that HSBC is authorised to share information relating to cardholder / add-on cardholder(s), including information relating to any default committed by the cardholder in discharge of his / her obligation, as HSBC may deem appropriate and necessary, with any existing or future credit bureaus / credit reference agencies as determined by HSBC from time to time. Accordingly the cardholder gives consent and confirms having obtained consent from add-on cardholder(s), to disclose information to such credit bureaus / credit reference agencies. Such entities may further make available processed information or data or products thereof to banks / financial institutions and other credit grantors.
- The cardholder further authorises HSBC to use information or data relating to him / her and add-on cardholder(s), whether provided by him / her or otherwise, in connection with the offer, sale or distribution of HSBC's products and services to the cardholder / add-on cardholder.

- HSBC may also provide information relating to credit history / repayment record of the cardholder to a credit information company (specifically authorised by RBI), in terms of the Credit Information Companies (Regulation) Act, 2005.
- The cardholder authorises HSBC to share data relating to him / her and / or add-on cardholder(s), including credit information, with Spencer's Retail.

**For further details, please contact our
Customer Service Centre at:**

- Ahmedabad: 98983 77373 • Bangalore: 2558 9696
- Chandigarh: 98769 27373 • Chennai: 4341 9696
- Coimbatore: 98944 77373 • Gurgaon: 99107 97373
- Hyderabad: 2335 8787 • Indore: 98932 77373
- Jaipur: 99280 37373 • Jodhpur: 99280 37373
- Kochi: 98954 77373 • Kolkata: 2243 8686
- Lucknow: 99350 97373 • Ludhiana: 98769 27373
- Mumbai: 6680 0001 • Mysore: 99809 27373
- Nagpur: 98601 07373 • New Delhi: 2373 9696
- NOIDA: 99107 97373 • Patna: 99313 37373
- Pune: 6602 8686 • Raipur: 98932 77373
- Trivandrum: 98954 77373 • Vadodara: 98983 77373
- Visakhapatnam: 98496 77373.

Ver. 01/10

DO NOT CALL SERVICES

From time to time, HSBC communicates various features / products / promotional offers which offer significant benefits to its cardholders and may use the services of third party agencies to do so. If you do not wish to be informed about such benefits through telephone calls / SMS, you can subscribe for the 'Do Not Call' service. Please fill up the form given below and mail it to Direct Response Cell, HSBC, P. O. Box 631, Mumbai GPO, Mumbai 400 001. Your request will be implemented within 30 days from the date of receipt.

Name

First

Middle

Last

City

Please enter at least one of the following contact numbers

Tel. No.

0

(STD Code)

Mobile No.

0