

Terms and Conditions for Personal Loan

Fees and Charges

- The fees and charges for Personal Loan are set out in the tariff sheet or can be enquired through PhoneBanking / contacting any of our branches.

Tariff Sheet	
Personal loan processing charges	2% of the sanctioned personal loan amount
Pre-payment charges	4% of the outstanding amount. Pre-payment is allowed only after 6 months from the date of personal loan disbursal.
Cheque Return charges	₹ 350
Cheque Swap charges	₹ 250
Late Payment charges	2% over the applicable interest rate on the outstanding amount + ₹ 250 for each late payment.

- Fees and charges, as may be applicable from time to time, are payable by the customer for specific services provided to the customer or for defaults committed by the customer with reference to his/her personal loan account.
- Tariff structure is subject to change from time to time at the sole discretion of HSBC India. 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 24 February 2009, a service tax of 10% + 2% education cess + 1% secondary and higher secondary education cess thereon will be applicable on our fees and other charges.
- Late payment charge will be applicable, if EMI due is not paid by the due date.

Interest

- Customer would be charged interest on the personal loan amount in equated monthly instalment at the rate as set out in the agreement.
- Interest accrues on a daily basis and needs to be paid on dates set out in the agreement/facility acceptance letter.
- Interest rates are subject to change at any point of time at the sole discretion of the bank.

Drawdown of the Personal Loan

The personal loan amount should be availed of within 30 days from the date of sanction of the personal loan. The personal loan sanction may be kept open at the sole discretion of the bank. The bank may at its sole discretion cancel the drawdown of the personal loan at any point of time.

Repayment

- Personal Loan needs to be repaid in Equated Monthly Instalments (EMI). HSBC India would notify the customer about the amount of the instalment and each instalment payment due date.
- Instalment amount would comprise of principal and interest which are payable in Equated Monthly Instalments (EMIs) as set out in the agreement.
- Customer would be required to pay any balance owing for the personal loan account (after payment of all instalments) on the final payment date as notified by the bank.
- Customer would be required to pay the instalments, irrespective of whether he/she withdraws, or not, any of the personal loan funds as deposited by HSBC India in the nominated account.
- HSBC India will advise the customer of the modes/manner in which to repay the instalments.

For e.g. customer may issue a Standing Instruction to debit his HSBC India account for repayment or may give documents (ECS/PDC) for collecting repayment from a designated account.

In case of the customer providing an ECS as the repayment option, customer will need to provide to HSBC India, one or more signed undated cheques, drawn in favour of the bank, with the amount as specified by the bank.

- Customer needs to ensure that the repayment instruction is honoured. Accordingly, customer must ensure:
 - Sufficient funds in the designated account to be debited.
 - Not stop any cheque.
 - Not cancel or vary any payment arrangement (unless required by the bank).
 - Not close or change the account on which repayment instrument are drawn (unless he/she pays the applicable fee set out in the tariff sheet or elsewhere in the agreement).
- If the customer issues post-dated cheques, he/she irrevocably authorise the bank to fill in the dates and acknowledge that the bank can use these cheques to pay any amount which the customer owes the bank in connection with the personal loan.

Default

- If the customer does not pay the instalment on or before the relevant due date; outstanding personal loan amount and all accrued interest would become immediately due and payable. Customer would also be liable to pay the fee as set out in the tariff sheet.

In the event of default (i.e. if the minimum amount due is not paid by the payment due date or breach of any clause of the agreement), the customer will be sent reminders from time to time for payment of any outstanding on his personal 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.

Pre-payment

Customer can pre-pay the personal loan post 6 months of disbursement provided the customer gives notice in writing and pays in accordance with the pre-payment amount confirmation given by the bank. The pre-closure of the part amount of the personal loan is not allowed.

If pre-payment is made by cheque, the pre-payment takes effect only when the cheque is cleared.

Disclosures

- The customer acknowledges the right of HSBC India to provide details of his/her account 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.
- The customer further acknowledges that HSBC India is authorised to share information relating to the customer, including information relating to any default committed by the customer in discharge of his/her obligation, as HSBC India may deem appropriate and necessary, with any existing or future credit bureaus/credit reference agencies as determined by HSBC India from time to time. Accordingly, the customer herein expressly gives consent 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.
- HSBC India also provides information relating to credit history/repayment record of the customer to a credit information company (specifically authorised by RBI), in terms of the Credit Information Companies (Regulation) Act, 2005.

