

Dear Credit Cardholder,

Thank you for choosing the HSBC Spencer's Happy Ties Gold Card issued by The Hongkong and Shanghai Banking Corporation Limited. As a valued Spencer's Retail customer, this card is designed to give you great value for your money and also serves as a symbol of recognition and status, across the globe.

The HSBC Spencer's Happy Ties Gold Card is packed with benefits from HSBC and Spencer's Retail, and offers you superior savings and privileges for a memorable shopping experience. Besides this, your HSBC Spencer's Happy Ties Card also brings you features that you would expect from an HSBC Credit Card.

Should you need any clarification on your credit card, our Customer Service Officers will attend to your calls 24 hours a day, 365 days a year. In addition, through our Internet Banking, you can track your credit card transaction details instantaneously, and download statements.

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,



J. Subramanian
Head, Consumer Assets

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Your Credit Card

Front

1. **Credit card number:** This is your exclusive 16-digit credit card number. Please include this in all correspondence with HSBC excluding unsecured email to HSBC.
2. **Your name:** Please check to see that your name is correctly embossed. In case of incorrect embossing, call your closest HSBC Customer Service Centre.
3. **Valid from-Expires End (mm/yy):** Your credit card is valid throughout the period (up to the last date of the month of the year) indicated on your credit card.
4. **The VISA Card logo:** Any establishment displaying the VISA logo accepts your 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 credit card is encoded on this strip. Protect your credit card from exposure to direct sunlight, magnets and continuous magnetic fields (handbag clasps, televisions, speakers and any other electronic appliances). Also prevent the magnetic strip from being scratched.
7. **The VISA Card hologram:** Any establishment displaying the VISA Card hologram accepts your credit card worldwide.



How to use your credit card

When using your credit card to pay for products or services, present your 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 Card 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 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 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 anyone - 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 or VISA.
8. Always ensure that the merchant processes the transaction on your credit card in your presence and ensure that 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 dispatched 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

Special HSBC Spencer's Happy Ties Card benefits

1. **Rewards Programme:** For every Rs. 100 spent at Spencer's Retail stores using your HSBC Spencer's Happy Ties Gold Card, you receive 11 Reward points. This is not all, for every Rs. 100 worth of purchases (excluding cash advances) made outside Spencer's Retail stores – e.g.: your usual spends like dining, travel, etc. – you receive 3 Reward points. The additional 8 Reward points for purchases made at Spencer's Retail stores will be credited to your credit card account once every month. These Reward points can be easily redeemed for Spencer's Retail Vouchers.

Other Benefits

1. **Worldwide acceptance:** Your credit card is accepted at over 26 million establishments worldwide and over 3,50,000 establishments in India.
2. **Free credit period:** You can get up to 52 days free credit on purchases without any finance charge being levied to your credit card account. This is applicable provided your 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 38 for details). However, the free credit period will not be applicable for Cash Advance transactions.
3. **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 3.3%* per month (39.6%* per annum). The calculation of the finance charges is explained in detail on page 39. This charge may be altered from time to time at the sole discretion of HSBC.

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

4. **International ATM access:**

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

HSBC Credit Cardholders can withdraw cash from any of the ATMs / authorised money changers / authorised cash advance merchants up to Rs. 50,000 per day, within the overall limit specified in the tariff sheet.

Using the cash advance facility will attract a transaction fee and finance charges at the prevailing rate (refer to the tariff sheet on page 38). Finance charges are applied from the date of withdrawal until the entire amount along with the charges are 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.

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.

**Credit cardholders can access <http://visa.via.infonow.ne/locator/global/jsp/searchpage.jsp> to get complete details on VISA ATM locations in India and other countries worldwide.*

Foreign Exchange Entitlement - You can use your credit card for making payments while on a visit outside India to the extent of the limit on the card. The card should not be used for purchase of prohibited items. Please refer to Credit Cardholder Agreement for details.

- 5. Access your Bank Account with HSBC:** Your HSBC 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) • Chequebook request (India only)

Non-HSBC ATMs India / Overseas (VISA / Cirrus ATM)

- Cash withdrawal only

Kindly note that overseas cash withdrawal facility is not available for credit cards linked to NRO accounts.

**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 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.*

- 6. Internet Banking:** Use your HSBC Credit Card number and your HSBC Credit Card PIN to register for Internet Banking. Choose your User ID and password to log on. You can instantly track your credit card transactions, download statements, redeem Reward points and communicate directly and privately through secure online messaging. This means that you do not have to wait to receive your statement in the post to settle your credit card dues. Please note that payments via Internet Banking will take place on the next working day.
- 7. PhoneBanking:** To bank over the phone, you will require your PhoneBanking Number (PBN) and Personal Identification Number (PIN). Now you can enquire about 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.

- 8. Zero lost card liability & claim procedure:** HSBC Credit Cardholders have zero lost card liability, after the loss of the credit card has been reported to the Bank in writing or to the VISA Card Global Emergency Assistance Helplines. However, you will be liable for all charges incurred on your credit card before you report the loss of your credit card.

In the event that you lose your credit card, please report the loss to HSBC or to the VISA Card Global Emergency Assistance Helplines immediately. You are also required to file a police report for the lost / stolen 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 Card 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 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 credit card for long.

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

- 9. Petrol Surcharge Waiver:** Your credit card provides you with the unique benefit and convenience of petrol surcharge waiver. HSBC will waive the surcharge that is ordinarily levied on credit card petrol purchases for customers who use their HSBC Spencer's Happy Ties Card on spends between Rs. 400 and Rs. 4,000 (inclusive) per transaction on petrol in any city and at any petrol pump in India.
- 10. Secure Online Payment Service:** HSBC gives you the power to password-protect payments by your HSBC 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
- 11. Balance Transfer:** Transfer your other bank credit card outstandings (any amount above Rs. 3,000) to your HSBC 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 22.

- 12. BT-on-EMI:** BT-on-EMI is a unique feature that allows you to transfer the outstanding amount on your other bank credit card to your HSBC Credit Card and repay in easy monthly instalments at a lower interest rate. The following low interest options are available –
- a) 1.25% p.m. (15% p.a.) for 6 and 12 months tenure
 - b) 1.50% p.m. (18 p.a.) for 18 and 24 months tenure

Processing fee at 1.5% of the BT-on-EMI amount (subject to a minimum of Rs.149) for the 6 months option and at 1% of the BT-on-EMI amount (subject to a minimum of Rs.149) for the other BT-on-EMI options will be applicable. For Terms and Conditions please refer to page 25.

13. Loan on Phone: Your HSBC 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 Rs. 2,000) on your HSBC Credit Card in convenient monthly instalments. EMIs are calculated at an unbelievably low interest rate of 1.75% per month (21% 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 28).

14. Travel Privileges: HSBC from time to time, provides you with various travel privileges ranging from attractive discounts and cashback to exciting free gifts. Such privileges range across categories like air / rail tickets, hotel bookings and travel packages.

Log on to www.hsbc.co.in to learn more about the privileges that you can currently avail of on your card.

15. Additional credit cards: You can apply for up to three additional credit cards for your spouse, your parents, brother / sister 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 credit cards will reflect in the primary credit card statement. The mailing address for the additional credit card(s) shall be same as that for the primary credit card.

Additional credit cardholders can also access their bank accounts with HSBC, India on their credit card.

The annual fee as detailed in the tariff sheet will be included in your statement of account. The annual fee dates for your additional and primary cards will be aligned to higher (occurring later in the year) of the opening dates for your cards.

Additional credit cardholders will not receive a separate monthly statement.

16. Draft-on-call: You can now order drafts against your credit card account over the phone and have them delivered at your doorstep. The draft amount forms part of your cash advance limit. For further details call the Customer Service Officers in your city.

17. Emergency assistance services: HSBC Spencer's Happy Ties Gold Cardholders receive global assistance, 24 hours a day, 7 days a week.

HSBC Spencer's Happy Ties Gold Cardholders can use the VISA Emergency Assistance Services for a wide range of legal, medical and other services.

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:

- VISA ATM locations and branch locations where VISA credit cardholders can get cash advance.
- Contact numbers for reporting lost / stolen credit cards, in India and overseas.
- 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, Ernakulam, Hyderabad, Indore, Kolkata, Mumbai, New Delhi and Pune.

Monthly Statement

Your monthly credit card statement of account is a comprehensive record of all activities on your 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.

DATE	TRANSACTION DETAILS	AMOUNT (Rs.)	
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ACCOUNT SUMMARY			
Opening balance (Rs.)	Purchases & other charges (Rs.)	Payments & other credits (Rs.)	Net outstanding balance (Rs.)
REWARD POINT SUMMARY			
Opening balance	Earned	Redeemed	Closing balance
			

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HSBC SPENCER'S RETAIL GOLD CREDIT CARD STATEMENT

PAYMENT SUMMARY

Payment due date	Minimum payment due (Rs.)
Statement period	Total payment due (Rs.)

Primary card number	Account number
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Contact details update: Tel No. (CIN: 0000)

EMail: _____ (PAYMENT SLIP to be detached and returned with cash payments)

Credit limit (Rs.) Cash limit (Rs.)

*Cash limit availability is subject to the availability of the total credit limit.
Please examine your statement extended due date. Contents of the statement will be deemed to be correct and accepted by you. Please refer to all other instructions within the last prescribed period for date & place refer to the important notes overleaf.

Get all these features on your HSBC Spencer's Retail Gold Credit Card

- More Reward points for shopping at Spencer's stores - 11 Reward points for every Rs. 100 spent
- Zero fuel surcharge
- Special offers and privileges

All features and benefits are subject to terms and conditions. For details log on to www.hsbc.co.in

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

Primary credit card number: This is your primary 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, immediately to ensure timely receipt of your statements.

Credit Card type: This refers to your credit card product type i.e. HSBC Gold VISA.

Statement period: This is the period for which transactions on your 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 credit card account at any given time. This limit is specified in the mailer accompanying your credit card.

Date: This refers to the actual date when the purchase was made by you.

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 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 letters 'CR' against an amount indicate a credit to your account.

Amount overlimit: The portion of your Net Outstanding Balance which is in excess of your specified credit limit is payable immediately. Kindly ensure that your credit card account outstandings are within the credit limit assigned to you at all times. If your outstandings exceed your credit limit, an overlimit fee will be charged, once every billing cycle. The overlimit fee is detailed in the tariff sheet.

Past due / Overdue payment: Minimum payments due, that are outstanding from previous statements and the amount overlimit, if any, that has not been paid by the payment due date. This amount is payable immediately.

Minimum payment due: The minimum payment due for a month is normally 5% of the Net Outstanding Balance on the billing date, subject to a minimum of Rs. 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 Outstanding balance and the greater of the Past Due amount and Overlimit amount on the billing date (subject to a minimum of Rs. 100) i.e. $MPD = 5\% \text{ of Outstanding balance} + \text{greater of (Past due, Overlimit amount)}$. Interest will be charged on 'unpaid balance after the due date of payment'. Kindly note that returns, reversals and refunds will not be treated as payments and will not affect your Minimum Payment Due.

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. Please note that the 8 additional Reward points for purchases made at Spencer's Retail stores will be credited to your HSBC Spencer's Happy Ties Gold Card account once every calendar month and will be available for redemption only post the credit. 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

1. 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.
2. 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.
3. Please note that the "Net Outstanding Balance" shown on your credit card statement reflects the total outstandings on your 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.
4. All transactions (domestic and international) incurred by your additional credit cardholders will also be reflected on your 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.

5. Foreign exchange transactions can be put through the internet provided the purpose is otherwise allowed under the Foreign Exchange Management Act (FEMA), 1999.
6. Any payment you make towards your credit card dues will be applied towards repayment of the total outstandings, either domestic or international, of your credit card account and not against any single / specific amount charged to the account.
7. 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.
8. **Any violation of the Exchange Control Regulations arising out of utilisation of this credit card is the responsibility of the individual 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.**
9. Please note: Your 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. Your 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.

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 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 credit card bills by depositing cash or a cheque into your credit card account using HSBC ATMs in India, at any time of the day or night. If you are an account holder and have opted for the ATM access to your bank account with HSBC (as detailed on page 5), you can also transfer funds from your Savings or Current account to your credit card account in settlement of your dues. Payment will reflect in the credit card account at the end of the processing day / working day.

2. Standing instruction

If you are an account holder 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 Gold 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 = Rs.50,000

Standing Instruction = 10% of outstanding amount = Rs.5000

In this case, if a manual payment is made for an amount greater than Rs.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 credit card number, at any HSBC branch in India and your cash or cheque will be deposited into your credit card account.

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, Thane, Trivandrum, Vadodara and Visakhapatnam, but will be levied (as per the tariff sheet on page 38) 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 credit card dues. 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 payments 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 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 42). This facility is available only in Mumbai and New Delhi.

7. Electronic Funds Transfer (NEFT)

You can make a payment towards your credit card account via NEFT, mentioning the complete 16-digit credit card number.

8. Internet Banking

You can pay your bills conveniently by logging onto Internet Banking at www.hsbc.co.in. Please note that payments via Internet Banking will take place on the next working day.

9. PhoneBanking

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

Credit cardholder agreement

IMPORTANT: Before you use your credit card, please read this credit cardholder agreement carefully. By using the credit card, you are accepting the terms and conditions set out below and will be bound by them.

Definitions

1. **"Applicant"** means: (i) any person who has signed the credit card application form which is accepted by The Hongkong and Shanghai Banking Corporation Limited; and (ii) any individual who has signed or used a credit card issued by The Hongkong and Shanghai Banking Corporation Limited, India.
2. **"HSBC"** means The Hongkong and Shanghai Banking Corporation Limited, its successors and assignees.
3. **"Primary credit cardholder"** means an applicant in whose name HSBC has determined to open a primary credit card account.
4. **"Credit card"** means, as appropriate, the credit card issued by HSBC to a credit cardholder.
5. **"Spencer's Retail"** means the chain of retail stores operated by Spencer's Retail Limited.
6. **"Co-branded Card"** means each credit card issued by HSBC and bearing the brand name and distinguishing mark of both Spencer's Retail and HSBC.
7. **"Credit card account"** means the account opened and maintained by HSBC for the purpose of use of the credit card as per the Terms and Conditions contained herein.
8. **"Additional credit cardholder"** means an applicant who is an individual to whom a credit card bearing that individual's name is issued by HSBC although the liability is shared, jointly and severally, with the primary credit cardholder. You request and authorise the Bank to issue add-on credit card(s) to the person(s) who is / are not less than 18 years of age. You irrevocably confirm all dues in respect of the HSBC Credit Card(s) utilised for services availed of and goods purchased from eligible service establishments / merchants by you and any add-on cardholder(s) will be payable by you and you guarantee the payment towards the same in your capacity as the principal cardholder. You acknowledge that the existence of this account and details thereof (including details of credit card transactions and any defaults committed by you), 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 you and / or members of your household, and for occasional debt tracing and fraud prevention. You accordingly authorise the Bank to share information relating to your credit card account, including information relating to any add-on cardholder(s).

9. **"Person"** means any individual, corporation, firm, company, institution, or other natural or legal person whatsoever.
10. **"Statement"** means a monthly statement of 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 credit card account.
11. **"Transaction"** means any instruction given by an individual using a credit card directly or indirectly to HSBC to effect action on the credit card (examples of "transaction" instructions could be a sales slip, a cash advance slip or a mail order coupon).
12. **"Merchant establishments"** shall mean establishments wherever located which honour the 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 International. Use of terms "you", "your", "him", or similar pronouns shall, where the context so admit, mean the credit cardholder.
The credit card is issued by The Hongkong and Shanghai Banking Corporation Limited, with its registered office at 52/60 Mahatma Gandhi Road, Mumbai - 400 001, India ("HSBC"), on the following Terms and Conditions:

Credit Card Usage

1. The credit card is valid worldwide.
2. If you need to surrender your credit card to the Bank, please ensure that you cut the credit card into several pieces through the magnetic strip before surrendering the same. If the credit card is surrendered without cutting into several pieces, you shall remain liable for any misuse that takes place subsequent to the credit card being surrendered to the Bank. This applies to any method (mail, personal handing over, etc.) that is used to surrender the credit card.
3. You must sign the credit card immediately upon receipt, must not permit any other person to use it and should safeguard the credit card from misuse by retaining it under your personal control at all times.
4. Please destroy your old credit card, on receipt of your renewal credit card, by cutting it into several pieces. Your renewal credit card shall be sent to you before the expiry of the old credit card at the discretion of HSBC, upon evaluation of the conduct of your account. HSBC reserves the sole right of renewing your credit card account on expiry.
5. You must sign a sales slip, cash advance slip, or mail order coupon whenever the credit card is used and should retain your 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 you but which can be proved as being authorised by you, will be your liability.
6. You 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.

7. The credit card is acceptable at any VISA Card 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 you including but not limited to the supply of goods or services, we will try and assist you, wherever possible. For this you should notify HSBC of the complaint immediately along with supporting documents. Should you have any complaints concerning any VISA Card merchant establishment, the matter should be resolved by you with the merchant establishment and failure to do so will not relieve you from any obligations to HSBC.
8. HSBC accepts no responsibility for any surcharge levied by any merchant establishment and debited to your credit card account with the transaction amount.
9. 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.
10. You will be responsible for any standing instructions issued by you on your credit card in relation to other service providers. You will also be responsible to advise your service provider directly of any change in your credit card number for payment mandates / direct debits you have authorised on your credit card, irrespective of the change being an outcome of instructions / action emanated from you or from the Bank. HSBC accepts no responsibility for any disputes between you and such other service provider/s. Disputes, if any, must be resolved directly between you and such service provider/s.
11. 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.
12. 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 your failure to comply with the same, you are 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. You shall indemnify and hold harmless HSBC from and against any and all consequences arising from you / the additional credit cardholder not complying with the Exchange Control Regulations of the RBI.
13. Non-resident Indians can hold an International credit card provided all dues arising out of its use in India / abroad are met out of an NRE / NRO account held with HSBC or by inward remittances.
14. QA22 account holders of other banks can hold an International credit card in accordance with the RBI guidelines.
15. You undertake not to use the credit card as payment for any illegal purchase.

16. The Bank 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 the Bank 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 the Bank.
- 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 the Bank for clarification with respect to permissible Foreign Exchange transactions.

Billing

1. HSBC will maintain an account in respect of the credit card ("the credit card account") to which the value of all purchases of goods or services, cash advances, fees, charges and payments effected by the use of the credit card ("credit card transactions") will be posted.
2. 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. 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.** In case you wish to increase the credit limit on your credit card, please contact HSBC's Customer Service helplines.
3. Credit limit is the maximum amount which can be outstanding against your credit card account at any given time. In the event of your exceeding the credit limit assigned, an overlimit fee is levied by HSBC, once every billing cycle, at the prevailing rate.

In case you exhaust the credit limit sanctioned, the credit card will not be invalidated, but all transactions initiated by you beyond this 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.

4. 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) The amount outstanding as at the statement billing date - "**Net Outstanding Balance**" (note that the **Current Outstanding Balance** may be a lesser or greater balance depending on entries posted to the credit card account but not yet billed).
 - b) The **Minimum Payment Due** (at rates applicable from time to time and as advised by HSBC in its tariff sheet).
 - c) The **Payment Due Date** (the date by which payment must be received by HSBC. If payment is made by cheque, the funds must be realised in the card account by the due date).
 - d) Any **Amount Past Due** (minimum payments due, that are outstanding from previous statements and the **Amount Overlimit**, if any).
 - e) Non-receipt of statement would not affect the cardholder's obligations and liabilities.
5. A purchase and a subsequent credit for cancellation of goods / services like air / rail tickets are two separate transactions. You must pay for the purchase transaction as it appears on your statement to avoid the charging of any fee. The refund will only be credited to your credit card account (less cancellation charges) as and when received from the merchant. If the credit is not posted to your credit card account within 30 days from the date of refund, you must notify HSBC.
6. It is also necessary that a copy of the credit note should be sent along with your notification to HSBC.
7. All charges incurred in foreign currency will be billed in the credit cardholder's billing statement in Indian Rupees. You hereby authorise HSBC and VISA to convert charges incurred in a foreign currency to the Indian Rupee equivalent thereof at such rate as HSBC and VISA may from time to time designate.
8. To report billing grievances, please contact K C Mahesh, Manager, Credit Card Services, Ambal House, 610, Anna Salai, Chennai - 600 006. If you wish to escalate the grievance, please contact 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.

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 subsequently be dishonoured, the credit card account

may be suspended, the credit card 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 Net Outstanding Balance is received by HSBC on or before the Payment Due Date, no finance charge will be payable.
3. If you wish to have the extended credit facility and pay HSBC an amount less than the statement Net Outstanding Balance, 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. The payment will be applied to the items on your statements in accordance with the Payment Hierarchy described on page 38.
5. While settling your credit card dues avoid depositing post-dated cheques.
6. If the minimum amount 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 dues are not paid before the payment due date. Kindly note that returns, reversals and refunds will not be treated as payments and will not affect your Minimum Payment Due.
7. 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 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.
8. Duplicate statements will only be provided for up to the last six months on your request 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.

9. 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.

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 of by the cardholder. These fees, including fees for any add-on cardholder(s), 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 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.

Disclosure of information

1. When requested by HSBC, you shall provide any information, records or certificates relating to any matters that HSBC deems necessary. You will also authorise 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 outstandings on the credit card account.
2. You expressly recognise and accept that HSBC shall be absolutely entitled and have full power and authority to sell, transfer or assign any or all outstandings and dues on your credit card account to any Third Party of HSBC's choice and written intimation by HSBC to you of any such action shall bind you to accept any such Third Party as the Creditor and to pay over such outstandings and dues to the Third Party relieving you of any such obligation to HSBC. Any costs in this regard shall be debited to your credit card account.
3. If the minimum payment due payable does not get paid by you, your 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 customer 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 this account and details thereof (including details of credit card transactions and any defaults committed by you), 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 you and / or members of

your household, and for occasional debt tracing and fraud prevention. You accordingly authorise the Bank to share information relating to your credit card account, including information relating to any add-on cardholder(s).

6. 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.
7. 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 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 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.
8. You acknowledge that the Bank remains entitled to assign any activities to any third party agency at its sole discretion. You further acknowledge the right of the Bank to provide details of your account, including those of any add-on cardholder(s), to third party agencies and Spencer's Retail for the purpose of availing of support services of any nature by the Bank and for loyalty points calculation, without any specific consent or authorisation from you and / or any add-on cardholders.
9. You understand that as a precondition, relating to grant of loans / advances / other non-fund-based credit facilities to you, HSBC requires consent for the disclosure by HSBC, of information and data relating to you / add-on cardholder(s), of the credit facility availed of / to be availed of by you, obligations assumed / to be assumed by you, in relation thereto and default, if any, committed by you in discharge thereof.
 - i. Accordingly, you hereby agree and give consent and confirm that you have obtained consent from the add-on cardholder(s) for the disclosure by HSBC of all or any such; (a) information and data relating to you / add-on cardholder(s) (b) the information or data relating to any credit facility availed of / to be availed of by you and (c) default, if any, committed by you in discharge of your such obligation, as HSBC may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorised in this behalf by RBI.
 - ii. You undertake on your behalf and on behalf of the add-on cardholder(s) that (a) the Credit Information Bureau (India) Ltd. and any other agency so authorised may use, process the said information and data disclosed by HSBC; and (b) the Credit Information Bureau (India) Ltd. and any other agency so authorised 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 Reserve Bank in this behalf.

- iii. The borrower/s agrees that the Bank shall be free to disclose their name/s and / or other details to person(s) / agency(ies) situated in India or abroad which are duly authorised by the bank to assist in the Bank's operations or for offering of services/products or for prevention of fraud (directly/indirectly) or to the regulator or to entity (ies) engaged in debt collection/recovery or to legal practitioner(s), and to whomsoever the Bank in its interest, deems it fit and appropriate.

You expressly authorise HSBC to use information or data relating to you / add-on cardholder(s), including credit information, whether provided by you or otherwise, in connection with the offer, sale or distribution of HSBC's products and services to you / add-on cardholder(s). You also expressly authorise HSBC to share information with Spencer's Retail or data relating to you and / or add-on cardholders, including credit information. Accordingly, from time to time, HSBC will communicate various features / products / promotional offers which offer significant benefits to its cardholders and may use the services of third party agencies to do so. Please intimate us if you do not wish to be informed about such benefits through telephone calls / SMSs.

Lost or stolen credit card

1. In the event the credit card is lost or stolen, you must report the occurrence to any office of HSBC in India or any VISA Card Global Emergency Assistance Helplines in writing or by calling the Customer Service Centre.
2. You will not be liable for any transaction made on the credit card only after reporting the loss / theft / misuse to HSBC.
3. Although loss or theft may be reported as mentioned above (1), the cardholder must confirm to HSBC in writing. A copy of the acknowledged police complaint must accompany the written confirmation. You hereby 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 you have 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 you subsequently recover the credit card, the recovered credit card must not be used. Please destroy the credit card by cutting it into several pieces through the magnetic strip.

Additional credit cards

You request and authorise HSBC to issue an additional credit card to the person/s who is / are not less than 18 years of age for operation on your credit card account. You irrevocably confirm that any fees, charges, interest etc. and all dues in respect of the additional credit card/s utilised for services availed of and goods purchased from eligible service establishments / merchants by the additional cardholder/s will be payable by you and you guarantee the payment towards the same in your capacity as the primary credit cardholder. You authorise the Bank 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 the Bank may deem fit.

Petrol Surcharge Waiver

1. Each petrol purchase transaction for an amount between Rs. 400 and Rs. 4,000 (inclusive of both amounts and excluding the surcharge amount) made on your HSBC Credit Card is eligible for the Petrol Surcharge Waiver.
2. Any petrol purchase transaction for Rs. 399 and below will not be eligible for the Petrol Surcharge Waiver and will continue to be levied with a surcharge amount of Rs. 10.
3. Any petrol purchase transaction for Rs. 4,001 and above will not be eligible for the Petrol Surcharge Waiver and will continue to be levied with a surcharge amount equivalent to 2.5% of the total transaction amount.
4. Eligible petrol purchases made at petrol pumps with HSBC Electronic Draft Capture (EDC) terminals using your HSBC Credit Card, will not be levied with the applicable petrol surcharge only if the transaction amount is between Rs. 400 and Rs. 4,000 (both inclusive). Surcharge will be levied for all transactions of Rs. 399 and below and Rs. 4,001 and above.
5. Eligible petrol purchases made at other bank EDC terminals will be levied with the applicable petrol 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.
6. A consolidated reversal of the surcharge amount levied will reflect in the credit cardholder's subsequent monthly statement of account.
7. Surcharge waiver will be restricted to Rs. 250 per calendar month per primary credit card.
8. For transactions eligible for surcharge waiver Reward points will not be awarded.
9. In case settlement of fuel transactions are done on EDC terminals of any other bank, Service Tax shall be leviable. Any such Service Tax levied is beyond the Bank's jurisdiction and cannot be reversed by HSBC.

Railway Surcharge

In line with the current VISA/MasterCard rules, all railway transactions made at the reservation counter will attract a service charge of Rs.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 Rs.30 per transaction. This charge is not levied by HSBC but by the acquiring bankers to the railways.

Balance Transfer

1. This Balance Transfer offer is brought to you by The Hongkong and Shanghai Banking Corporation Limited, India (HSBC) and any participation is voluntary. This offer is applicable to only a selected HSBC Credit Cardholders (hereinafter referred to as the "Cardholder").
2. Balance Transfer (BT) feature offers the 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 HSBC Credit Card is Rs. 3,000
4. The 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.) for Gold Cardholders
5. Processing fee will be applicable as follows -
 - For 3 months tenure option: 2% of the Balance Transfer amount (subject to a minimum of Rs. 249)
 - For 6 months tenure option: 1.50% of the Balance Transfer amount (subject to a minimum of Rs. 149)
 - For Perpetual Balance Transfer option: 1% of the Balance Transfer amount (subject to a minimum of Rs. 149)
6. A Balance Transfer 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 Rs. 1,00,000 and available Cash limit of Rs. 40,000. In case of a Balance Transfer transaction of Rs. 60,000, the entire cash limit of Rs. 40,000 will be utilised first and cardholder will not be able to make any cash advance transactions till the corresponding Balance Transfer outstanding is paid off. Purchase limit will be blocked for the balance Rs. 20,000. (This is not applicable for BT on EMI transactions)
7. The maximum amount that can be transferred from other bank credit cards to the cardholder's HSBC Credit Card is 80% of the available credit limit on the cardholder's HSBC Credit Card as on the date of approval of the cardholder's application. The cardholder can transfer outstanding balance from one or more other bank credit cards under the same or different balance transfer options, within this limit.
8. Upon completion of the 'Balance Transfer term', if applicable, balance amount is merged with the other outstanding on the credit card and interest will be charged as per regular rate applicable, as communicated to the cardholder from time to time.
9. During the balance transfer term, the balance transferred will also be included for computing the minimum payment due, as mentioned in the credit card statement from HSBC.
10. To avail the Balance Transfer facility, HSBC may request the cardholder to submit a copy of your latest other bank credit card statement.
11. The other bank card from which the balance is to be transferred to the HSBC Credit Card must be non-delinquent and current. HSBC shall seek an authorisation on the card from the other bank before approving the BT request.

12. HSBC shall send the demand draft favouring the other credit card account for the approved transfer amount to the cardholder's mailing address.
13. If the amount (as mentioned in the verbal or written application) to be transferred to the HSBC 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 cardholder's then available credit limit.
14. The cardholder should continue to make payments on the cardholder's other bank credit card until the cardholder receives confirmation in a subsequent HSBC Credit Card statement that the account with the other issuer has been credited.
15. If the cardholder has subscribed for the 'Credit Card Account Settlement Option' to automatically settle the credit card outstandings by a debit to the cardholder's HSBC current/savings account, this option stands disabled during the 'Balance Transfer term'. The cardholder shall arrange for making payments against the cardholder's credit card outstanding by the payment due dates, during this period. The facility will be reactivated at the end of the Balance Transfer period.
16. 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 cardholders account.
17. In the event a cardholder transfers different amounts under different Balance Transfer 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 cardholder.
18. In case a cardholder has availed two or more separate BTs of the same tenure, the repayment will be allocated in the same sequence that the Balance Transfers have been applied for.
19. Any outstanding balance at the end of the Balance Transfer term, if applicable, cannot be transferred to another Balance Transfer option being offered by HSBC at that time.
20. 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 Balance Transfer request.
21. This facility cannot be availed of to transfer balance from another HSBC Credit Card.
22. In case the 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.
23. HSBC reserves the right to decline any Balance Transfer request.
24. 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 the Bank or by the cardholder.

25. 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 scheme by another scheme, whether similar to this scheme 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 EMI

1. The Balance Transfer-on-EMI facility allows an HSBC Credit Cardholder ('Cardholder') to avail of the Balance Transfer facility on his/her HSBC Credit Card ('Card') and repay the same in Equated Monthly Instalments (EMI).
2. The minimum amount that can be transferred from any other bank credit card account to the cardholder's HSBC Credit Card is Rs. 3,000.
3. The maximum amount that can be transferred from any other bank credit card account to the cardholder's HSBC Credit Card is 80% of the available credit limit on the cardholder's HSBC Credit Card as on the date of approval of your application. You can transfer balances from more than one other bank credit card under the same or different Balance Transfer options, within this limit.
4. Processing fee at 1.5% of the BT-on-EMI amount (subject to a minimum of Rs. 149) for 6 month option and at 1% of the BT-on-EMI amount (subject to a minimum of Rs. 149) for other BT-on-EMI options will be applicable. This will reflect along with the first Equated Monthly Instalment (EMI) amount on the credit card statement.
5. The cardholders can choose from any of the following tenure options - 6 months, 12 months, 18 months and 24 months.
6. 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 Gold cardholders.
 - For 18 months and 24 months tenure options: 1.50% p.m. (18% p.a.) for Gold cardholders.

Equated Monthly Instalment (EMI) per Rs. 1,000 will be as follows -

- For Gold cardholders: Rs. 174 for a tenure of 6 months, Rs. 90 for a tenure of 12 months, Rs. 64 for a tenure of 18 months and Rs. 50 for a tenure of 24 months.
7. The Equated Monthly Instalment (EMI) amount will be billed to the credit card every month on your statement date.
 8. A Balance Transfer 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 Rs. 1,00,000 and the cardholder avails of a BT-on-EMI for Rs. 40,000 then the available credit limit on the credit card will get reduced by Rs. 40,000.

9. Minimum Amount Due: The Balance Transfer EMI due for the month is included as part of the minimum amount due appearing in the cardholder's monthly statement. The minimum amount due appearing on the 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 Amount 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, standard finance charges (including late payment fee) will be levied also.

As an illustration:

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

Scenario I:

- Amount paid = Rs. 1,200
- Amount Outstanding = Total payment due – Amount paid = INR 1,800

Finance charges at the applicable rate will apply on INR 1,800 in the next billing cycle

Scenario II:

- Amount paid = INR 3,000
- Amount Outstanding = 0

No finance charges will apply

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

Balance Transfer on Phone facility

1. Balance Transfer on Phone facility entitles select HSBC cardholders to apply for Balance Transfer feature on phone.
2. Regular eligibility criteria for Balance Transfer apply.
3. Balance Transfer on Phone is available only to cardholders with card account relationship of more than 3 months on the date of Balance Transfer application.

4. Cardholders can transfer amounts only up to Rs. 75,000 through Balance Transfer on Phone.
5. Cardholders need not submit other bank card statement for availing of Balance Transfer on Phone. HSBC will conduct a 'dummy authorisation for Rs.1000.00' on the other bank credit card. If the authorisation is successful, Balance Transfer transaction will be approved subject to regular Balance Transfer approval conditions.
6. Other terms and conditions of Balance Transfer feature apply, unless otherwise specified above.

Balance Transfer on Internet

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

General Terms and Conditions for all Balance Transfers

1. If the cardholder closes his HSBC Credit Card before all instalments have been posted, the outstanding amount will be debited to the card account as one consolidated amount.
2. Prepayment charges on foreclosure will apply at the rate of 3% on the outstanding amount of the loan, subject to a minimum of Rs. 250.
3. HSBC reserves the right to foreclose the loan and debit the entire outstanding amount if the earlier payments are overdue.
4. Payments made in excess of the Card outstanding will not automatically be adjusted against un-billed EMIs and will hence not result in prepayment of the Balance Transfer-on-EMI facility. To pre-close the Balance Transfer-on-EMI facility, the cardholder should contact HSBC PhoneBanking.
5. Kindly note that according to the new payment hierarchy, your payments will first be apportioned to fees and charges, outstanding on BT, cash advances and purchase transactions in that order. So your cash / purchase outstanding will remain unpaid so long as there is an outstanding BT on your account.

6. In case of Balance Transfer-on-EMI, the EMI instalments 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.
7. No request for change in card franchisee (VISA/ MasterCard) will be entertained during the entire loan period.
8. 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 cardholder at the time of request.
9. Nothing contained in this scheme shall be construed as an obligation on HSBC to continue the scheme after the scheme termination date.
10. 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 scheme by another scheme, whether similar to this scheme or not, or to withdraw it altogether.
11. The participants will not hold HSBC responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges, and expenses that a participant may suffer, sustain or incur by way of this scheme.
12. All existing guidelines / rules related to the Balance Transfer including approval of Balance Transfer 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.
13. All and any disputes arising from the Balance Transfer-on-EMI facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.
14. The terms of this offer shall be in addition to and not in derogation of the terms contained in the Cardholder Agreement. This offer is by way of a special facility for select cardholders and nothing contained herein shall prejudice or affect the terms and conditions of the Cardholder Agreement. The words and expressions used herein shall have the same meaning as in the Cardholder Agreement.

Loan on Phone

1. This offer is brought to you by The Hongkong and Shanghai Banking Corporation Limited, India (HSBC) and any participation is voluntary. This offer is applicable to only a select HSBC Credit Cardholders (hereinafter referred to as the "Cardholder").
2. Loan on Phone (LOP) is a facility by which the cardholder can make purchases on the HSBC Credit Card (hereinafter referred to as "Credit Card") and then convert the purchase amount into instalments. The cardholder can make the purchase at any merchant establishment and post purchase get the transaction converted into an LOP.

3. Loan on Phone facility can be offered only within 15 calendar days of the purchase transaction to request for a Loan on Phone on the purchase transaction.
4. The value of the transaction should be greater than Rs. 2,000 to be eligible for conversion to a Loan on Phone. Other debit transactions like cash withdrawals and card fees will not be eligible for this facility.
5. For Gold credit cardholders, the annual rate of interest charged will be 21% computed on monthly reducing balance. Equated Monthly Instalment (EMI) per Rs. 1,000 will be Rs. 177 for a loan tenure of 6 months, Rs. 93.1 for a loan tenure of 12 months, Rs. 65.2 for a loan tenure of 18 months and Rs. 51.4 for a loan tenure of 24 months.
6. A 2% processing fee will be applicable subject to a minimum of Rs. 100. This will reflect along with the first Equated Monthly Instalment (EMI) amount on the 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 Equated Monthly Instalment (EMI) amount will be billed to the credit card every month on the same date as the first instalment date.
9. Minimum Amount Due: The Loan on Phone EMI due for the month is included as part of the Minimum Amount Due appearing in the cardholder's monthly statement. The Minimum Amount Due appearing on the cardholder's monthly statement is calculated as a percentage of the total outstanding retail balance + Monthly EMI due on Loan on Phone EMI. Non-payment of the entire total payment due on the card by the payment due date will result in the levy of standard credit card interest rates on the balance outstanding. If Minimum Amount 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, the balance EMI would also be subject to standard finance charge (including the late payment fee).

As an illustration:

12-month Loan on Phone facility availed under LOP facility = Rs.10,750

LOP instalment for the month = Rs. 1,000

Other outstanding balances = Rs. 2,000

Total payment due for the month = Rs. 3,000

Minimum payment due = $(5\% \times \text{Rs. } 2,000) + \text{Rs. } 1,000 = \text{Rs. } 1,100$

Scenario I:

- Amount paid = Rs. 1,200

- Amount outstanding = Total payment due – Amount paid = Rs.1,800

Finance charges at the applicable rate will apply on Rs.1800 in the next billing cycle

Scenario II:

- Amount paid = Rs. 3,000
- Amount Outstanding = 0

No finance charges will apply.

10. Kindly note that according to the new payment hierarchy, the 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 Loan on Phone EMI instalments will be treated as purchase outstanding for the purpose of payment apportionment. EMI payable towards Loan on Phone EMI will be set off first before any payment is apportioned towards other outstanding. Please note in case 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 standard interest charged on the said amount.
11. Prepayment 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 Rs. 250.
12. If the cardholder defaults on payment of any of the EMIs, HSBC reserves the right to foreclose the Loan on Phone outstanding and debit the entire outstanding amount.
13. If the cardholder closes his Credit Card before all instalments 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 card.
16. No request for change in card franchisee (VISA / MasterCard) will be entertained during the entire loan period.
17. No request for changes in the billing cycle shall be entertained during the entire loan period. The loan period is defined as the loan tenure selected by the cardholder at the time of request.
18. Nothing contained in this scheme shall be construed as an obligation on HSBC to continue the scheme after the scheme 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 scheme by another scheme, whether similar to this scheme 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 cardholder will not hold HSBC responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges, and expenses that a cardholder may suffer, sustain or incur by way of this scheme.
21. All and any disputes arising from the Loan on Phone facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.
22. The terms of this offer shall be in addition to and not in derogation of the terms contained in the Cardholder Agreement. This offer is by way of a special facility for select Cardholders and nothing contained herein shall prejudice or affect the terms and conditions of the Cardholder Agreement. The words and expressions used herein shall have the same meaning as in the Cardholder Agreement.

Rewards Programme

1. The credit cardholder earns 11 Reward points for every purchase of Rs. 100 at Spencer's Retail stores, and 3 Reward points for every purchase of Rs. 100 other than Spencer's Retail stores.
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. Reward points earned during the first year of card membership will expire at the beginning of the third year and so on.
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 points to another cardholder. Also, credit cardholder cannot combine points of his / her multiple credit cards at the time of redemption.
7. The 8 additional Reward points for purchases made at Spencer's Retail stores will be credited to the card account once every month and will be available for redemption only after the credit is posted.
8. Reward points can be redeemed against Spencer's Retail Vouchers by the primary cardholder only.
9. Redemption of Reward points is not automatic. Credit cardholders will have to contact HSBC Call Centre for redemption.
10. HSBC reserves the right to wholly or partly modify the Rewards Programme. 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 at 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.
12. In the event of the HSBC 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. Terms and Conditions stated herein do not amount to commitment or representation by HSBC to conduct such programmes.

Premium Offers

1. HSBC has entered into marketing arrangements with leading service and product providers to provide premium offers to its HSBC Spencer's Happy Ties Gold Cardholders. The offers may include preferential pricing and / or service benefits.
2. All disputes between an HSBC Spencer's Happy Ties Gold 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 Bank ATM's Terms and Conditions in addition to the Terms and Conditions herein.

SMS Alerts

1. Definitions:

In these Terms and Conditions, the following terms shall have the following meanings: "Alerts" means the customised messages sent as short messaging service ("SMS") to the cardholder over his mobile phone; "Account" means any account of the cardholder with the Bank, which may be savings / current / fixed deposit / credit card account / loan or any other account; "Bank" means The Hongkong and Shanghai Banking Corporation Limited with which the cardholder's Account is maintained; "CSP" means the Cellular Service Provider with whom the Bank has an arrangement for providing the Facility; "Cardholder" means the person who holds a valid HSBC Spencer's Happy Ties Card and / or an Account with the Bank; "Facility" means the facility of receiving Alerts.

2. Availability

2.1 The Facility is made available to the cardholder, at the sole discretion of the Bank and may be discontinued by the Bank at any time, without notice. The Facility is currently available only to resident Indian cardholders with Accounts with the Bank's branches in India.

2.2 The Facility is available in certain specific regions and to subscribers of mobile phones of certain specific CSPs in India. The cardholder understands that unless he is a subscriber of the specific CSPs, the Facility will not be available.

2.3 The Alerts will be sent to the cardholder only if the cardholder is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs.

2.4 The Bank may, if feasible, extend the Facilities to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by the Bank, from time to time.

3. Process

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

4. Joint Accounts

The 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.

5. Receiving Alerts

5.1 The cardholder is responsible for intimating to the Bank any change in his phone number or email address or Account details.

5.2 The cardholder acknowledges that to receive Alerts, his mobile phone must be in an "on" mode. If the cardholder's mobile phone is kept "off" for a continuous period of 48 hours from the time of delivery of an Alert message by HSBC, that particular message would not be received by the cardholder.

5.3 The cardholder acknowledges that the Facility is dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by the Bank. The cardholder accepts that timeliness, accuracy and readability of Alerts sent by the Bank will depend on factors affecting the CSPs and other service providers. The Bank shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the cardholder.

5.4 The Bank shall endeavour to provide the Facility on a best effort basis and the cardholder shall not hold the Bank liable for non-availability of the Facility or non-performance by any CSPs or other service providers or any loss or damage caused to the cardholder as a result of use of the Facility (including relying on the Alerts for the cardholder's investment or business purposes) for causes which are not attributable to the Bank. The Bank shall not be liable in any manner to the cardholder in connection with the use of the Facility.

5.5 The cardholder accepts that each Alert may contain certain Account information relating to the cardholder. The cardholder authorises the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.

6. Withdrawal or Termination

The Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend the 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 Facility.

7. Fees

The Bank may at its sole discretion revise the charges / fees for use of any or all of the Facilities, by notice to the customer. The customer may at any time discontinue or unsubscribe to the said Facility after providing a 30-day notice period to the Bank. The customer 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 the Bank is in no way concerned with the same.

8. Disclaimer

8.1 The Bank will not be liable for loss of any information / instructions/ Alerts in transmission nor be responsible for security of the transmission.

8.2 The Bank will not be concerned with any dispute between the customer 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.

9. Disclosure

The customer accepts that all information will be transmitted to and / or stored at various locations and be accessed by personnel of the Bank (and its affiliates). The Bank is authorised to provide any information or details relating to the customer or his account to the CSPs or any service providers or Spencer's Retail so as to enable them to provide any services to the customers.

10. Liability and Indemnity

The customer shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the customer, the customer shall be liable in damages to the Bank. In consideration of the Bank providing the Facility, the customer agrees to indemnify and keep safe, harmless and indemnified the Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which the Bank 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 Facility. The customer 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 customer shall indemnify the Bank for unauthorised access by any other person to any information given by the customer or breach of confidentiality.

11. Amendment

The Bank may amend the above Terms and Conditions, at any time without prior notice to the customer and such amended Terms and Conditions will thereupon apply to and be binding on the customer.

Services by third parties

Travel benefits on your credit card are provided by International Travel House, Global Calling Card by TeleOptima, and preferential offers on leading brands 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. This Agreement 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 at Mumbai only, irrespective of whether any other Court may have concurrent jurisdiction in the matter.
2. You are 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.

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 you 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 your liability to HSBC under this Agreement.**
2. You will promptly notify HSBC in writing of any changes in your employment and / or office and / or residential address and telephone numbers.
3. In case you fail to notify the Bank of any change in your telephone number(s) or the address(es) and this results in the Bank's inability to confirm transactions that appear suspicious, you 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 you 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. You 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. You acknowledge that HSBC is not responsible for any of the services provided by third parties.

6. You can pay your dues by cheques, drawn payable to HSBC and account payee crossed. You will issue separate cheques for separate HSBC Primary Credit Cards held by you. HSBC may exceptionally accept payments in cash not exceeding Rupees fifty thousand only. Any instructions to transfer the excess credit balance in your credit card account to your savings account or current account may not be carried out.
7. HSBC may accept / act on verbal instructions from you and / or your nominated user using our PhoneBanking service with respect to the operations and / or termination of the credit card / card account. HSBC shall not be liable for any loss or damage suffered by you 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 you by the use of your Internet / PhoneBanking PIN, and is not expected to verify the identity of the persons giving these instructions purportedly in your name. You are expected to safeguard your 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. The Bank 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. The Bank 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 account holder or on the account holder's behalf via the systems of the Bank 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 the Bank 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 the Bank 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 account holder, caused in whole or in part by any steps which the Bank or such other member, at 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 the Bank's rights under this clause. In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.

Termination

1. You may terminate this Agreement 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. Where this Agreement relates to the use of an additional credit card, the usage of the additional card may be discontinued by written notice to HSBC by you. Please 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 your credit card(s) / add-on card(s) without assigning any reason thereof. In the event of HSBC recalling the entire outstanding amount, HSBC shall give you reasonable notice for paying the entire outstanding amount.
3. Notwithstanding anything to the contrary stated elsewhere in these Terms and Conditions, HSBC may at its discretion, without notice to you, cancel the limit granted on your credit card account or credit card / add-on card(s) without assigning any reason therefor. In the event HSBC cancels the limit granted on your credit card account or credit card / add-on card(s) in terms of this clause, HSBC shall intimate you 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 Agreement 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 you within seven days of posting to your 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.

Tariff Sheet

Standard joining fees	NIL
Standard annual fees	Rs. 700
Standard annual fees for add-on card	Rs. 350
Free credit period	Up to 52 days
Finance charges on extended credit and cash advances (w.e.f. 01 May 2009)	3.3% [#] per month (39.6% [#] per annum) computed from the date of transaction
Minimum repayment on extended credit usage	The sum of 5% of the Outstanding balance and the greater of the Past Due amount and Overlimit amount on the billing date (subject to a minimum of Rs. 100) i.e. MPD = 5% of Outstanding balance + greater of (Past Due and Overlimit amount). Interest will be charged on 'unpaid balance after the due date of payment'.
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
Out of town 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 (within India)	Rs. 100
Credit card replacement fee (outside India)	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 and Drop Boxes)	Rs. 100 (w.e.f 27 Oct 09)
Collections 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 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).*

#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.*

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.

Finance charges / Fees

You can enjoy free credit for up to 52 days if you repay the Net Outstanding 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 Rs. 1,200 on 01 March and a necklace for Rs. 800 on 10 March.

The following interest will be charged on your purchases:

Outstanding due in 20 March statement	Rs. 2,000
Payment made on the due date of 11 April	Rs. 100
Balance carried forward (revolved)	Rs. 1,900

Interest calculations: (3.3% p.m.)

- Interest on Rs. 1200 for 41 days (from 01 March to 10 April)
Rs. 53.38
- Interest on Rs. 800 for 32 days (from 10 March to 10 April)
Rs. 27.77
- Interest on Rs. 1900 for 10 days (from 11 April to 20 April)
Rs. 20.61

Total Interest charged in 20 April statement
Rs. 101.77

Service Tax @ 10.3% on Interest
Rs. 10.48

Outstanding due in 20 April statement
Rs. 2,012.25

The minimum payment you need to make before the payment due date in order to avoid any late payment fees is the sum of 5% of your Outstanding balance and the greater of your Past Due amount and Overlimit amount i.e. MPD = 5% of Outstanding balance + greater of (Past Due and Overlimit amount). This is further elucidated through two examples below:

Example 1: Non-overlimit card with no Past Due		Example 2: Overlimit card with Past Due	
<i>Credit limit</i>	<i>Rs. 50,000</i>	<i>Credit Limit</i>	<i>Rs. 50,000</i>
<i>Past Due</i>	<i>Rs. 0</i>	<i>Past Due</i>	<i>Rs. 400</i>
<i>Outstanding</i>	<i>Rs. 10,000</i>	<i>Outstanding</i>	<i>Rs. 70,000</i>
<i>MPD</i>	<i>= 5% of 10,000</i> <i>= Rs. 500</i>	<i>Overlimit</i>	<i>Rs. 20,000</i>
		<i>MPD</i>	<i>= 5% of 70,000 + greater of (400 & 20,000)</i> <i>= Rs. 23,500</i>

Kindly note that returns, reversals and refunds will not be treated as payments and will not affect your Minimum Payment Due. 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 credit card, the repayment will stretch up to 6.5 years at the current tariff structure.

Addresses / Telephone numbers

HSBC Branches & Telephone numbers

Ahmedabad ☎ **98983 77373**

Main Office: Mardia Plaza, C.G. Road, Ahmedabad - 380 006.

Bangalore ☎ **2558 9696**

Main Office: 7, Mahatma Gandhi Road, Bangalore - 560 001.

Jayanagar: Suraj Ganga Arcade, # 332/7, 14th Cross, 2nd Block, Bangalore - 560 011.

Chandigarh ☎ **98769 27373**

Main Office: SCOI, Sector 9-D, Chandigarh - 160 017.

Chennai ☎ **4341 9696**

Main Office: 96, Dr. Radhakrishnan Salai, Mylapore, Chennai - 600 004.

Adyar: No. 43, Rajalakshmi Palace, 1st Main Road, Gandhinagar,

Chennai - 600 020.

Coimbatore ☎ **98944 77373**

Main Office: Srivari Gokul Towers, 108 Race Course Road, Coimbatore - 641 018.

Gurgaon ☎ **99107 97373**

Main Office: JMD Regent Square, Gurgaon Mehrauli Road, DLF Phase II, Gurgaon - 122 002.

Hyderabad ☎ **2335 8787**

Main Office: Uma Plaza, Road No. 1, Nagarjuna Hills, Hyderabad - 500 082.

Indore ☎ **98932 77373**

Main Office: Darshan Mall, 15/2, Race Course Road, Indore - 452 001.

Jaipur ☎ **99280 37373**

Main Office: Vasanti, 61-A, Sardar Patel Marg, C-Scheme, Jaipur - 302 001.

Jodhpur ☎ **99280 37373**

Main Office: Plot No. C-43A (2), PWD Colony, Jodhpur - 342 001.

Kochi ☎ **98954 77373**

Main Office: 39/6765, Hotel Harbour View Residency, Opp. Shipyard, M.G. Road, Kochi - 682 015.

Kolkata ☎ **2243 8686**

Main Office: 31, BBD Hugh, Dalhousie Square, Kolkata - 700 001.

New Alipore: 375, Block 'G', New Alipore, Kolkata - 700 053.

Ballygunge: 15 Gariahat Road, Ballygunge, Kolkata - 700 019.

Gariahat: 2/1 A, Ekdalia Road, Kolkata - 700 019.

Howrah: 21 Grand Trunk Road (South), Howrah - 711 101.

Shakespeare Sarani: Jasmine Towers, 31 Shakespeare Sarani, Kolkata - 700 017.

Ultadanga: P-158, Nazrul Islam Avenue, Kolkata - 700 054.

Ludhiana ☎ **98769 27373**

Main Office: Ground Floor, Ludhiana Stock Exchange, Feroze Gandhi Market,

Ludhiana - 141 004.

Mumbai ☎ **6680 0001**

Main Office: 52/60, Mahatma Gandhi Road, Mumbai - 400 001.

Andheri (East): Kamala Bhavan, Swami Nityanand Marg, Mumbai - 400 069.

Andheri (West): F. 2-3-4 Manish Gardens, Ground Floor, J P Road, Mumbai - 400 058

Bandra (West): HSBC Centre, Ambedkar Road, Mumbai - 400 050.

Borivili (West): Siddharth Arcade, L.T. Road-Factory Lane Junction, Mumbai - 400 092.

Chembur: Mercantile Apartments, Dr. Choitram Gidwani Road, Near Golf Club, Mumbai - 400 074.

Juhu Vile Parle: 'Saroj', B7 Kapole Society, V.L. Mehra Road, Near Juhu Centaur, Mumbai - 400 049.

Peddar Road: Asha Mahal, 46, Dr. B.G. Deshmukh Marg, Mumbai - 400 026.

Powai: Prudential, Hiranandani Business Park, Powai, Mumbai - 400 076.

Thane: Ishkrupa, Ram Maruti Road, Naupada, Thane (W) - 400 602.

Mysore ④ **99809 27373**

Main Office: No.1, Block III, Kalidasa Road, Jayalakshmpuram, Mysore - 570 002.

Nagpur ④ **98601 07373**

Main Office: Shriram Shyam Towers, Shop No. 6 & 7, S. V. Patel Road, Kingsway, Nagpur - 440 001.

New Delhi ④ **99107 97373**

Main Office: 25 Barakhamba Road, New Delhi - 110 001.
 Greater Kailash I: R-47, Greater Kailash I, New Delhi - 110 048.
 South Extension I: F-43, South Extension I, New Delhi - 110 049.
 Basant Lok: 12, Basant Lok, Vasant Vihar, New Delhi - 110 057.
 Punjabi Bagh: No. 34 Central Market, Sector 2, West Avenue Road, Punjabi Bagh (W), New Delhi - 110 026.

NOIDA ④ **99107 97373**

Main Office: Plot No. K-14-18, Sector 18, Gautam Budh Nagar, NOIDA - 201 301.

Patna ④ **99313 37373**

Main Office: Kataruka Niwas, South Gandhi Maidan, Patna - 800 001.

Pune ④ **6602 8686**

Main Office: Amar Avinash Corporate City, Sector No.11, Bund Garden Road, Pune - 411 001.
 Shivaji Nagar: Pradeep Chambers, 813/I, Shop No. 3, Bhandarkar Road, Pune - 411 001.

Raipur ④ **98932 77373**

Main Office: D M Plaza, Holding No. 8/127, Moulana Abdul Raul Ward No. 36, Fire Brigade Chowk, Chhotapara, Raipur - 492 001.

Trivandrum ④ **98954 77373**

Main Office: Kulathakal Towers, Diamond Hill, Vellayambalam, Trivandrum - 695 010

Vadodara ④ **98983 77373**

Main Office: Sheel, 1/2, Kalpana Society, Inox Multiplex Road, Race Course Circle, Vadodara - 390 007.

Visakhapatnam ④ **98496 77373**

Main Office: Vinayagar Paradise, D. No. 10-1-38/b, Waltair Uplands, T.B. Road, Visakhapatnam - 530 003.

Electronic Clearing Service application form

(Currently available for credit cardholders in Mumbai and
New Delhi only.)

To use the Electronic Clearing Service (ECS) which allows you to debit your credit card payment directly to any bank account you wish, please provide us the following information:

1 Name: _____

2. HSBC Spencer's Happy Ties Card number:

□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□	□
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3. Particulars of the bank account you wish to debit

- Bank name:
- Branch name:
- Nine-digit code number of the bank and branch appearing on the MICR cheque issued by the bank:
- Account type (Savings account/current account or cash credit) with code 10/11/13:
- Ledger number / Ledger folio number (if applicable):
- Account number (as appearing on the chequebook):

4. Credit card outstanding amount to be debited (please indicate your choice by ticking the appropriate box):

- Minimum amount due, i.e. 5% of the Net Outstanding Balance.
- A percentage of the total outstanding due (please specify the percentage) _____ %
- Total amount outstanding

I hereby declare that the particulars given on this form are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I will not hold The Hongkong and Shanghai Banking Corporation Limited responsible. I agree to discharge the responsibility expected of me as a participant under the scheme.

Signature of credit cardholder: _____

Date: _____

(Please attach a photocopy of a cheque or a blank cancelled cheque issued by your bank for verifying the accuracy of your code number and have the form attested by your bank.)

(Signature of the authorised official from your bank)

Date: _____

Bank's stamp:

Please note:

- Due to the settlement dates being fixed in advance by the RBI, the debit to your nominated bank account may take place up to four working days prior to your credit card payment due date. In order to be within the RBI specified settlement dates, your statement date may be changed for your payment through ECS. Please ensure that your bank account has sufficient funds to cover the ECS debit each month.
- In case you wish to withdraw from the ECS facility at any point in time, you would need to give HSBC an advance notice of at least one month prior to the payment due date.
- This facility is for credit cardholders in Mumbai and New Delhi only. (Destination bank/branch should participate in MICR Mumbai or New Delhi RBI clearing.)
- If 3 successive monthly ECS payments are not received, the Bank reserves the right to automatically cancel your ECS facility.
- Payment vide ECS can be a maximum of Rs. 5,00,000 as per RBI regulations. Kindly arrange to make direct payment of the balance amount, if any.
- Please continue making payments as usual, till you receive confirmation from HSBC. After that, please ensure that payments into your credit card account are through ECS facility only.
- Please ensure that your Bank account has sufficient funds to cover the ECS debit, else a charge of Rs. 350 will be levied for an unsuccessful attempt.
- Please note that in spite of a payment being effected through ECS you retain the right to dispute a transaction not initiated by you within a period of 30 days from the statement date.

Please mail to:

The Hongkong and Shanghai Banking Corporation Limited, Post Box No. 5080, Chennai - 600 028.

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