

Gold Credit Card



Key Things You Should Know

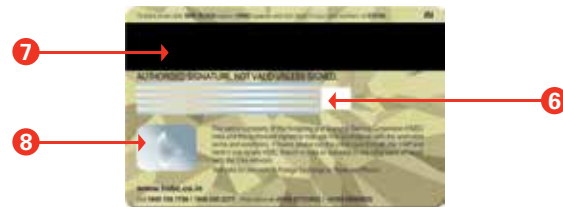
1. HSBC Gold Credit Cards are globally valid and have been designed to complement your lifestyle. Our products extend a host of offers ranging from travel privileges to dining, shopping and more.
2. This card is meant for usage in India only unless you have specifically requested for International Usage at the time of application of your Credit Card. To know more about the validity of your card or for details on international usage, please refer to the Frequently Asked Questions (FAQs) or call HSBC PhoneBanking.
3. Please visit the credit cards section of our website www.hsbc.co.in for more details on:
 - Free credit upto 52 days on purchases under the applicable terms and conditions
 - Rewards programme on your HSBC Credit Card
 - Lost card liability and how to reduce the chances of your credit card being subject to misuse
 - Transaction fee and applicable interest for cash advances against your credit card, finance charge (interest) in case the credit card outstanding is not repaid in full by the due date
4. You need to pay the minimum payment due (you may choose to pay higher) by the payment due date specified on your monthly card statement to avoid transactions getting declined and levy of late payment fee.
5. Making only the minimum payment every month would result in the repayment stretching till the entire outstanding is settled. For example, if payment due is ₹5,000 and you do not make any new transactions on your credit card, minimum repayment could stretch upto 9 years based on the current tariff structure on your card.
6. You need to pay at least your minimum due amount by the due date. Non-payment would impact:
 - Your credit rating (reporting to Credit Bureau - CICs)
 - Other credit facilities availed from HSBC
 - In addition to the above, the Bank can cancel the credit limit and initiate recovery proceedings to recover the dues
7. The Bank will notify you of any changes in the terms and conditions of this product with prior notice of one month.
8. Please visit 'Personal - credit cards' section of our website www.hsbc.co.in for detailed terms and conditions applicable on your credit card.

Your Credit Card

Front



Back



1. HSBC Gold Credit Card number: This is your exclusive 16-digit HSBC Gold Credit Card number. Please include this in all correspondence with HSBC, excluding unsecured e-mail to HSBC.
2. Your name: Please check to see that your name is correctly embossed. In case of incorrect embossing, call your closest HSBC PhoneBanking.
3. Valid from - Expires end (mm/yy): Your HSBC Gold Credit Card is valid throughout the period (upto the last date of the month of the year) indicated on your HSBC Gold Credit Card.
4. The Visa/MasterCard® logo: Any establishment displaying the Visa/MasterCard® logo accepts your HSBC Gold Credit Card worldwide.
5. Chip: This special embedded feature in your HSBC Gold Credit Card allows you to transact with ease while adding to the security of your card. The embedded Chip provides the security features that protects your card from fraudulent usage, especially counterfeiting and skimming card frauds.

6. Signature panel: For your protection, please sign on this signature panel immediately using a non-erasable ballpoint pen (preferably in black ink).
7. Magnetic stripe: Important information pertaining to your HSBC Gold Credit Card is encoded on this stripe. Protect your HSBC Gold 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 stripe from being scratched.
8. The Visa/MasterCard® hologram: Any establishment displaying the Visa/MasterCard® hologram accepts your HSBC Gold Credit Card worldwide.

How to Use Your Credit Card

A. Credit card activation

The credit card has been sent in a deactivated state. You need to call us and activate your primary and add-on cards (if any) before using the same. Call us toll free on 1800 103 4015 and you will be sent an SMS OTP (One Time Password) on your mobile number registered with us. You are required to enter an OTP sent to you via SMS for acceptance and activation of the HSBC Credit Card. Please refer page 32 for terms and conditions pertaining to credit card activation.

B. For purchases at merchant establishments

When using your HSBC Gold Credit Card to pay for products or services, present your HSBC Gold Credit Card

1. The merchant will dip the card into the card reader in the Point of Sale (POS) terminal.
2. The merchant will enter the amount to be paid by you.
 - The POS terminal will ask for your PIN, which will be your 6-digit credit card ATM PIN

You will be required to enter your credit card ATM PIN on the POS machine for the purchase transaction to successfully go through.
3. The merchant will hand over the receipt along with your credit card.

Some acquirers (banks issuing the POS terminals) might require you to sign a sales slip.

When you use your credit card, the merchant may be required to 'refer' the transaction. This does not mean that it has been 'declined' by HSBC but requires the merchant to contact their bankers for approval. During the approval process, you may need to provide your personal details for verification. These are intended to minimise risks in case your credit card is stolen or lost or there is any unusual activity on your credit card account. Please contact HSBC PhoneBanking if your transaction is declined without any valid reason being given by the merchant.

C. For online purchases (e-commerce websites)

Your HSBC Gold Credit Card can be used for shopping online at websites where Visa cards are accepted.

- 1) To shop online with HSBC Gold Credit Card, you would be required to authenticate the transaction using a One Time Password (OTP).
- 2) When the online transaction is initiated, a pop-up message will appear on the screen asking you to enter the OTP. The 6-digit OTP will be automatically sent by the Bank to your registered mobile number, via SMS.
- 3) Enter the 6-digit OTP on the transaction screen to complete the online transaction.

Please note:

You will be required to register your mobile number with HSBC if not already done so to receive the OTP by way of an SMS. Please call HSBC PhoneBanking to register your mobile number with HSBC.

Primary cardholders who have registered for Internet Banking and secure pay can continue to use the Verified by Visa (VbV) based password authentication instead of the SMS OTP.

D. International Usage

To enhance security on your transactions, credit cards issued on or after 1 December 2013 will have an option of setting up international usage facility in addition to the domestic usage facility. Cardholders who choose only the domestic usage facility will not be able to carry out the following kinds of transactions:

1. POS (Point of Sale) transactions outside India
2. E-commerce transactions on websites (server) located outside India
3. Transactions at ATMs located outside India

If you wish to use the card for international transactions, please place a request with HSBC PhoneBanking OR submit a 'Local/International Card Usage Form' at the nearest HSBC Branch in India.

E. PINs and Passwords

You will need your Credit Card Personal Identification Number (PIN) to use the card at ATMs and for purchase transactions at merchant establishments on Point of Sale (POS) terminals. We will send this PIN to your registered mobile number by SMS within 3 working days after your credit card is issued subject to successful authentication. Refer section below for details on the process to be followed.

You can change this PIN to one of your preference, by using the PIN change facility at any HSBC ATM.

- We will conform to internationally accepted standards for PIN generation, storage and terminal security relating to PINs and passwords. This will ensure confidentiality and security for your protection
- We will send your Credit Card PIN by SMS to your mobile number registered on our records

Please follow these steps:

Step 1	Once your credit card is issued and/or you request for an ATM PIN at HSBC PhoneBanking/Branch (for existing credit Cardholders), we will send you an SMS notification for your Credit Card ATM PIN on your registered mobile number as available in our records. You need to respond to this SMS by sending a password or authentication code from your same mobile number.
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Step 2	The password is a combination of the first two letters of your first name on the card, date of birth as DD/MM and the last 4-digits of your credit card number (no symbols or spaces). SMS this password to +91 9958418884.
Step 3	After we validate your password, we will send your Credit Card PIN by SMS. Please treat your PIN as confidential and memorise it. After you use this PIN, you can change it to one of your preference at any HSBC ATM. It is recommended that you delete the PIN SMS for security reasons.

If you are unable to validate your password/details through an SMS, or if the validation is not successful after two retry attempts, request you to contact HSBC PhoneBanking or visit your nearest HSBC India branch and request for a new PIN.

The above process will also apply for regeneration of PIN for existing credit cards. You can place the PIN regeneration request by calling HSBC PhoneBanking or by visiting the nearest HSBC India branch or by logging on to the HSBC Personal Internet Banking service and sending a secure message. The PIN will be sent to your registered mobile number via SMS in one (1) day or will be delivered at your registered communication address with us within seven (7) days, after the PIN regeneration request is successfully placed.

How to Avoid Misuse of Your Credit Card

Based upon HSBC's experience as a global credit card issuer, we have developed the following 18 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. Before you dispose the old card, please cut the same across the magnetic stripe/Chip to avoid any misuse.
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 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/Visa/MasterCard®.
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 HSBC PhoneBanking 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 HSBC 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 HSBC, 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 and your personal details to an e-mail soliciting your personal information.
15. Never reveal your credit card number/expiry date/PIN 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 Gold Credit Card, once delivered to you, back to the delivery person under any condition.
18. Never disclose the CVV (Card Verification Value) on execution of any physical or internet transaction till you are satisfied with the safety and security of the information being shared.

Credit Cardholder Privileges

1. Rewards Programme

Get rewarded for using your HSBC Gold Credit Card. You can earn 1 reward point for every ₹100 spent.

For redemption of your reward points call our HSBC PhoneBanking or visit www.hsbc.co.in for redemption options.

2. Fuel Surcharge Waiver

Your HSBC Gold Credit Card provides you with the benefit and convenience of a Fuel Surcharge Waiver on payment of a fee of ₹249 p.a. To register, call our HSBC PhoneBanking or visit hsbc.co.in

HSBC will waive the surcharge that is ordinarily levied on credit card fuel purchases for credit cardholders who use HSBC Credit Card on spends between ₹400 and ₹4,000 (inclusive) per transaction on fuel in any city and at any petrol pump in India (Please refer to the terms and conditions section of this booklet for more details).

3. Lost Credit Card Liability

The credit cardholder will not be liable for any transaction made on the credit card after reporting the loss/theft/misuse to HSBC. The credit cardholder is also covered* for misuse of the HSBC Gold Credit Card upto 24 Hrs. before reporting and 7 days after reporting the loss of card to HSBC, for upto ₹300,000.

^All insurance benefits listed above are provided directly to credit cardholders by ICICI Lombard General Insurance Company Limited, whose terms, conditions and decisions, for which the Bank is not liable, will apply. Claims for settlement to be sent directly to ICICI Lombard General Insurance Company Limited. All insurance benefits on the credit card are available to valid primary cardholders only.

4. Loan on Phone

Your HSBC Gold Credit Card provides you with an easy way to pay for the holiday of your dreams, a new TV or a computer through the exciting new 'Loan on Phone' feature. It allows you to pay for your purchases (of a minimum of ₹2,000) on your card in convenient monthly instalments. EMIs are calculated at a low interest rate range of 15% p.a. to 24% p.a. on monthly reducing balance. All you need to do is call HSBC PhoneBanking within 15 days of making the purchase to convert it into a loan (Please refer to the terms and conditions section of this booklet for details).

5. Balance Transfer Perpetual (Perpetual BT)

Transfer your other bank credit card outstandings (any amount above ₹5,000) to your HSBC Gold Visa Credit Card at a lower interest rate with a no pre-defined term. Interest on the transferred balance is between 1% per month to 1.2% per month. Make a minimum payment per month for your Perpetual Balance Transfer equal to 5% of the outstanding Perpetual BT amount (subject to a minimum of ₹100).

No foreclosure charge is applicable in case of early repayment of Perpetual Balance Transfer amount.

Processing fee on Balance Transfer Perpetual at 1% (subject to minimum of ₹149). (Please refer to the terms and conditions section of this booklet for details).

6. Balance Transfer-on-EMI

Balance Transfer-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 Gold Credit Card and repay in easy monthly instalments at a lower interest rate. You can choose from the repayment tenure options of 6, 12, 18 and 24 months.

- 1.25% p.m. (15% p.a.) for 6 and 12 months tenure
- 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 ₹149) for the 6 months option and at 1% of the BT-on-EMI amount (subject to a minimum of ₹149) for the other BT-on-EMI options will be applicable. (Please refer to the terms and conditions section of this booklet for details).

7. Cash-on-EMI

The Cash-on-EMI facility allows the cardholder to avail of the Cash Advance facility on his/her HSBC Credit Card and repay the same in Equated Monthly Instalments (EMI).

The annual rate of interest applicable will be 18% p.a. to 24% p.a. for your HSBC Gold Credit Card. You can choose from the tenure options of 6, 12, 18 and 24 months.

A processing fee of 2% to 3% (subject to a minimum of ₹200) will be applicable on the amount of each cash advance transaction availed under the Cash-on-EMI facility. This will reflect along with the first EMI amount on the card statement. (Please refer to the terms and conditions section of this booklet for details).

8. Balance Conversion (Balcon)

Convert your entire monthly outstanding balance into easy EMI. The annual rate of interest applicable will be 15% p.a and processing fee of 2% would be applicable on the amount of balance converted on your HSBC Gold Credit Card. You may choose from 6, 9 and 12 months tenure options to choose from. A processing fee of 2% will be applicable on the amount of each Balance Conversion request availed. This will reflect along with the first EMI amount on the Card statement. (Please refer to terms and conditions section of this booklet for details).

9. Instant EMI

Add value to your shopping experience with your HSBC Credit Card and make your shopping a lot more convenient and rewarding. Now buy a wide range of products and services from electronics to travel and more on your HSBC Credit Card and pay in EMIs at your convenience.

- Pay in Equal Monthly Instalments
- Tenure upto 3, 6, 9 and 12 months
- No documentation required
- Earn Reward points even on EMI transactions
- Processing Fees/Interest rate as applicable

The processing fees is applicable basis tenure you choose & the merchant at which the purchase is done.

10. Worldwide Acceptance

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

11. Free Credit Period

You can get upto 52 days free credit on purchases without any finance charge being levied on your HSBC Gold Credit Card account.

This is applicable, provided your HSBC Gold 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 the tariff sheet for details). However, the free credit period will not be applicable for cash advance transactions.

12. Extended Credit Facility

You can buy now and just pay the minimum payment due 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 in the tariff sheet.

*Or at such modified rates as decided by HSBC from time to time.

13. International ATM Access

• Cash Advance

You have access to cash, round the clock, at over 700,000 ATMs worldwide. These include Visa/MasterCard®/Cirrus* and all HSBC ATMs. HSBC Platinum Credit Cardholders can withdraw cash from any of the ATMs/authorised money changers/authorised cash advance merchants upto ₹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 19).

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:

- Credit card account balance enquiry
- Minimum payment due enquiry
- Payment due date enquiry
- Deposit cash or cheque for credit to your credit card account
- PIN change
- Request for latest credit card statement

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

You will need your Credit Card Personal Identification Number (PIN) to use the card at ATMs and for purchase transactions at merchant establishments on Point of Sale (POS) terminals. We will send this PIN to your registered mobile number by SMS within 3 working days after

your credit card is issued subject to successful authentication. Refer 'PIN and Passwords' section below for details on the process to be followed. You can change this PIN to one of your preference, by using the PIN change facility at any HSBC ATM.

*HSBC Platinum Credit Cardholder can access www.visa.com to get complete details on Visa ATM locations in India and other countries worldwide. International ATM access will be available only on international usage enabled credit cards.

14. Foreign Exchange Entitlement

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

15. Access your Bank Account with HSBC India

Your HSBC Gold Credit Card gives you the unique benefit of accessing your bank account with HSBC India (if any) for the following banking transactions. HSBC ATM India/Overseas:

- Cash withdrawal
- Balance enquiry
- Transfer of funds
- Statement request (India only)
- Chequebook request (India only)

Non HSBC ATMs India/Overseas(Visa/MasterCard®/Cirrus ATM*)

- Cash withdrawal only

Kindly note that the 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 register your bank account with HSBC for the ATM access facility while applying for your HSBC Gold Credit Card. All cash withdrawals overseas must be in accordance with the exchange regulations of the Reserve Bank of India (RBI). A transaction fee is applicable as detailed in the tariff sheet.

16. Internet Banking

Use your HSBC Gold Credit Card number and credit card ATM PIN to self-register for Personal Internet Banking (Online@hsbc) and create a user ID and password of your choice. You can instantly track your Gold Credit Card transactions, download statements, redeem reward points and communicate directly and privately through secure online messaging.

17. PhoneBanking

To bank over the phone, you will require your HSBC PhoneBanking Number (PBN) and Personal Identification Number (PIN). Now you can enquire your balance, pay credit card bills and more without actually stepping into HSBC branch.

18. Secure Online Payment Service

HSBC secures the usage of your HSBC Gold Credit Card on the Internet by issuing a One Time Password (OTP) for enhanced security. The OTP will be sent to your registered mobile number via SMS. For further details, please visit www.hsbc.co.in

19. Additional Credit Cards

You can apply for upto three additional credit cards for your spouse, your parents, siblings or your children above 18 years. The additional credit cards held by your family members will share the credit limit on your primary credit card. Charges incurred on your additional HSBC Gold Credit Card will reflect in the primary HSBC Gold Credit Card statement. Additional credit cardholders can also access their bank accounts with HSBC using their HSBC Gold Credit Card.

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

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

Exclusive Privileges For HSBC Gold Credit Cardholders

Visa Global Customer Assistance Services

Global Customer Assistance Services are offered round the clock to HSBC Gold Credit Cardholders by Visa. HSBC Gold Credit Cardholders can use the Visa Global Customer Assistance aServices for a wide range of legal, medical and other services.

HSBC Gold Credit Cardholders can access Visa Emergency Assistance Services in over 70 countries including the following countries:

Australia	: 1-800-450346	Singapore	: 800-4481-250
Canada	: 1-866-639-1911	United Kingdom	: 0800-1695189
Hong Kong	: 800-900-782	United States	: 1-866-765-9644

In addition, Visa Emergency Assistance Services are available by placing a collect call to +1 303 967 1090.

Detailed listing of Visa toll free numbers, for various countries are available online at www.visa-asia.com

In India, the toll free number for assistance is Access Code 000 117 then 866 765 9644

Payment for Visa Global Customer Assistance Services

All expenses for services rendered will have to be borne by the HSBC Gold Credit Cardholder. All services provided are subject to the terms and conditions of the Visa Global Customer Assistance Services.

Lost Card Liability

In the event that you lose your HSBC Gold Credit Card, please report the loss to HSBC or to the Visa Global Customer Assistance Helplines immediately. You are also required to file a police report for the lost/stolen HSBC Gold Credit Card and send a copy of the acknowledged FIR directly to ICICI Lombard General Insurance Company Limited to enable them to process the insurance claim. Please read the terms and conditions for card usage section of this booklet for details of the claims procedure.

To report a lost credit card, you may call any of our HSBC PhoneBanking in India or Visa 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 HSBC Gold 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 miss the convenience of your HSBC Gold Credit Card for long.

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

To enhance security on your transactions, credit cards issued on or after 1 December 2013 will have an option of setting up the international usage facility, in addition to the domestic usage facility. Cardholders who choose only domestic usage facility will not be able to carry out the following kinds of transactions:

- POS (Point of Sale) transactions outside India
- E-commerce transactions on websites (servers) located outside India
- Transactions at ATMs located outside India

If you wish to use the card for international transactions, please place a request with HSBC PhoneBanking OR submit a 'Local/International Card Usage Form' at the nearest HSBC Branch in India.

Cards Usage

1. All credit cards issued after 1 December 2013 will be set up by default for domestic usage only, unless you have opted for international usage at the time of making an application for the credit card.
2. A limit of USD 15,000 per transaction will apply for international transactions done on Chip and PIN enabled credit cards which are used as magnetic stripe cards (subject to your available credit limit).
3. The per transaction limit of USD 15,000 on international transactions will not apply for Chip and PIN enabled credit cards; however if the Chip and PIN enabled credit card is used as a magnetic stripe card (by swiping it at a POS machine) it will be treated as a magnetic stripe card and the USD 15,000 per transaction limit will apply (subject to your available credit limit).
4. You can choose to allow only domestic transactions on your credit card. If you wish to use the credit card for international transactions (unless you have opted for 'international usage' option at the time of application) please place a request with HSBC PhoneBanking OR submit a 'Local/International Card Usage Form' at the nearest HSBC Branch in India.

Add-on cards will be governed by the rules set for the HSBC Primary Credit Card with respect to international usage.

Monthly Statement

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

Primary HSBC Gold Credit Card number: This is your primary HSBC Gold 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 number, immediately to ensure timely receipt of your statements.

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

Statement period: This is the period for which transactions on your HSBC Gold Credit Card are listed in this statement. Note that only transactions received by HSBC 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 HSBC Gold Credit Card account at any given time. Your credit card carries a credit limit on the amount of purchase and cash advance. This limit is specified in the mailer accompanying your credit card. On a month on month basis, please refer to your credit card statement for the applicable credit limit on the credit card and you are required to comply with the same.

Date: This refers to the date on which the transaction takes place.

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 HSBC Gold 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 INR, 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 INR against each purchase, cash advance or payment received. The letter 'CR' against an amount indicates a credit to your account.

Minimum payment due: The minimum payment due for a month is normally 5% of the total payment due on the billing date, subject to a minimum of ₹100. (You may, of course, choose to pay a higher amount.) However, if your statement shows an amount overlimit and/or an amount past due, then the total minimum payment due is 5% of the closing balance adjusted for the amount overlimit and the amount past due. (Refer to the tariff sheet for details).

Minimum payment due (MPD) is the sum of 5% of the total payment due and the greater of the past due amount and overlimit amount i.e. $MPD = 5\% \text{ of total payment due} + \text{greater of (Past due; overlimit amount)} + \text{Equated Monthly Instalment* (EMI) amounts due (if any)}$.

This is further elucidated through two examples below:

Example 1: Non overlimit card with no past due		Example 2: Overlimit card with past due	
Credit limit	₹50,000	Credit limit	₹50,000
Past due	₹0	Past due	₹400
Outstanding	₹10,000	Outstanding	₹70,000
MPD:	= 5% of 10,000 = 500	Overlimit	₹20,000
		MPD:	= 5% of 70,000 + greater of (400; 20,000) = ₹23,500

If the credit cardholder does not pay his/her MPD by the payment due date, the credit cardholder will be levied with late payment fee.

*EMI amount will be a part of MPD computation if the cardholder has availed of any instalment products like Loan-on-Phone (LOP), Balance Transfer-on-EMI, Cash-on-EMI etc.

Payment due date: 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.

Payment slips: The total payment due and the payment due date are already included on the payment slip. Please attach this to your cheque/draft payment.

When mailing payments to HSBC or making payment through an HSBC ATM/branch please make the cheque/draft payable to your 'HSBC Account number.' (Write your 16-digit credit card number). On the reverse of the cheque/draft please include your contact telephone number and your full name.

- If you have opted to receive the statement on e-mail, HSBC will send the statement in an electronic format to the e-mail ID specified by you. By registering for the e-mail statement option, you agree, confirm and understand that in the event of you opting or requesting to so receive statements vide e-mail on the e-mail ID provided by you to HSBC, no physical statement will be sent to the you by HSBC. You shall forthwith notify HSBC of any change in your e-mail ID for receiving statements as stated in the credit card application form.

HSBC will be deemed to have delivered the statement to the credit cardholder forthwith upon the same being delivered and HSBC not receiving a delivery failure notification. Should the credit cardholder experience any difficulty in accessing the electronically delivered statement, the credit cardholder shall promptly advise HSBC, to enable HSBC to make the delivery through alternate means. Failure to advise HSBC, of such difficulty within 24 hours after receiving the statement shall serve as an affirmation regarding the acceptance of the statement by the credit cardholder. The credit cardholder confirms that he/she is aware of all security risks involved in receiving the electronically delivered statement. The credit cardholder agrees that he/she shall not hold HSBC, in any way responsible for the same.

Settlement of Outstandings of Overseas Transactions

- Please ensure that usage of your card is in accordance with the relevant Exchange Control Regulations issued and amended by Reserve Bank of India from time to time and adheres to the provisions under the Foreign Exchange Management Act (FEMA), 1999.
- All expenses incurred overseas must be strictly in accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). Please note that the aggregate expenses you incur overseas (i.e. through cash/ traveller's cheques/your bank accounts/credit card) should not exceed the limit set by RBI, as prevailing from time to time.
- Credit cardholders holding a Resident Foreign Currency (RFC) or External Earners Foreign Currency (EEFC) account may pay for the overseas transactions incurred on their HSBC Gold Credit Card account by a debit to their EEFC or RFC account. They may enclose a draft in USD or INR as payment.
- Please note that the 'total payment due' as shown on your HSBC Gold Credit Card statement reflects the total outstandings on your HSBC Gold Credit Card account and includes both, domestic and international transactions. Each international transaction will show the amount in the transaction currency together with the corresponding Rupee equivalent amount.
- All transactions (domestic and international) incurred by your additional credit cardholders will also be reflected in your HSBC Gold Credit Card statement. Additional credit cardholders are also required to ensure that the expenses they incur overseas are strictly in accordance with the Exchange Control Regulations of the RBI.
- Foreign exchange transactions can be put through the internet provided the purpose is, otherwise allowed under the Foreign Exchange Management Act (FEMA), 1999.
- Any payment you make towards your HSBC Gold Credit Card dues will be applied towards repayment of the total outstandings, either domestic or international, of your HSBC Gold Credit Card account and not against any single/specific amount charged to the account.
- To track your overseas spends in order to ensure that they are within the permissible RBI limits, you will have to convert the equivalent Rupee amount shown on your statement for each overseas transaction to USD, using the day's telegraphic transfer selling rate which can be obtained from your authorised dealer.
- Your HSBC Credit Card transactions outside India must be made strictly in accordance with Exchange Control Regulations of the Reserve Bank of India. Kindly note that a cardholder resident in India is notified that collecting and effecting/remitting payments directly/indirectly outside India in any form towards overseas foreign exchange trading through electronic/Internet trading portals is prohibited and a cardholder making such transactions would make himself/herself/themselves liable to be proceeded against with for contravention of the Foreign Exchange Management Act (FEMA), 1999 besides being liable for violation of regulations relating to Know Your Customer (KYC) norms/Anti Money Laundering (AML) standards.
Any violation of the Exchange Control Regulations arising out of utilisation of this HSBC Credit Card is the responsibility of the individual HSBC Credit cardholder.
If the Bank comes across any prohibited transaction undertaken by the cardholder vide credit card or online banking, the bank will immediately close the card and the matter will be reported to Reserve Bank of India. cardholder (primary/additional) 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 that the onus of ensuring compliance with the regulations is with the holder of the international credit card.
- Please note: Your HSBC Gold 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 INR.

Payment Options

You have the choice of eleven convenient modes of payment to settle your monthly dues:

For payment involving cheque/draft, please make this payable to your '**HSBC Account number _____**' (write your 16-digit **HSBC Gold Credit Card number**). **On the reverse of the cheque/draft please include your contact telephone number and your full name.**

1. Standing Instruction

If you are an account holder with HSBC, you can issue a written Standing Instruction (SI) to have a predetermined percentage of your monthly credit card outstanding automatically debited from 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 from your designated account and credit your HSBC 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 predetermined SI amount, the SI will not get actioned for that month.

For example:

Outstanding amount = ₹50,000 Standing Instruction = 10% of outstanding amount = ₹5000.

In this case, if a manual payment is made for an amount greater than ₹5,000, then the SI will not get executed.

2. National Automated Clearing House

You can make your payment directly by authorising us to debit from an account (4 days prior to your due date) that you hold with any bank. To use this facility, just fill in the application form (please refer to page 23). This facility is available only in Mumbai and New Delhi.

3. Internet Banking

You can pay your bills online conveniently by logging into HSBC Personal Internet Banking*.

*Option available for HSBC accountholders only.

4. Electronic Fund Transfer

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

5. Visa BillDesk

Pay HSBC Bank Credit Card bills online from any bank account through Bill Payment Service. Transfer money from your bank account to your HSBC Credit Card online using the BillDesk facility, a third party website with the URL <http://billdesk.com/hsbccard/>. Visit www.hsbc.co.in for the terms and conditions of the payment service through BillDesk.

6. Visa Money Transfer

Transfer money from your bank account to your HSBC Visa Credit Card online using Visa Money Transfer. Please check with your bank, where you maintain your account, for more details on this payment option.

7. 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, Bengaluru, Chandigarh, Chennai, Coimbatore, Gurgaon, Hyderabad, Jaipur, Ernakulam, Kolkata, Mumbai, New Delhi, Noida and Pune, but will be levied (as per the tariff sheet) for cheques payable in other cities. In order to avoid being charged a late payment fee, please ensure that your cheque reaches us within 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 HSBC Gold Credit Card dues.

8. PhoneBanking

You can use our HSBC PhoneBanking service to pay your HSBC Gold Credit Card bills conveniently. This facility of payment of credit card bills through HSBC PhoneBanking is available only to those credit cardholders who maintain savings/current accounts with HSBC. For further details, please contact HSBC PhoneBanking.

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

9. Through ATMs

You can settle your HSBC Gold Credit Card bills by depositing cash or a cheque into your HSBC Gold 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 in the privileges section of this booklet), you can also transfer funds from your savings or current account to your HSBC Gold Credit Card account in settlement of your dues. Payment will reflect in the HSBC Gold Credit Card account at the end of the processing day/working day.

10. Over the counter

You can also make your payments by cash or cheque, quoting your 16-digit HSBC Gold Credit Card number, at any HSBC branch in India and your cash or cheque will be deposited into your HSBC Gold Credit Card account. Please note that a charge of ₹100 will be levied as cash payment charge (HSBC Credit Card bill payment made in cash at HSBC Branches and drop-boxes).

The HSBC Gold Credit Card is issued by The Hongkong and Shanghai Banking Corporation Limited, India with its India Corporate Office at

52/60 Mahatma Gandhi Road, Mumbai - 400 001, India ('HSBC'), on the applicable terms and conditions (Please refer to the terms and conditions section of this booklet).

11. HSBC Mobile Banking

Pay when you are on the move by logging into HSBC Mobile Banking. (You need to be registered for Internet Banking to access Mobile Banking).

Tariff Sheet

Standard joining fees	Nil
Standard annual fees	Nil
Standard annual fees for add-on card	Nil
Free credit period	upto 52 days
Finance charges on extended credit and cash advances	3.3%* per month (39.6%* per annum) computed from the date of transaction
Minimum repayment on extended credit usage	5% of the total payment due of the statement plus greater of past due or Overlimit due (if any) subject to minimum of ₹100. Interest will be charged on the extended credit as per terms and conditions
Duplicate statements (older than 3 months)	₹100 per statement
Charge in case of bounced cheque, dishonoured SI or unsuccessful payment through NACH	₹350
Cash advance limit# (against credit card account)	As communicated in your monthly card statement
Transaction fee for cash advances against your credit card account at branches and ATMs	2.5% of transaction amount (subject to a minimum amount of ₹300*)
Transaction fee for cash withdrawal against your bank account at ATMs overseas	₹100 at ATMs overseas
Transaction fee for cash withdrawal against your bank account	Nil
Overlimit fee	₹500 per month

Late payment fee (Charged if minimum amount due does not reach HSBC by payment due date)	50% of the minimum payment due (subject to a minimum of ₹400 and a maximum of ₹750 per month)
Sales slip retrieval/charge back processing fee	₹225
Out-of-town cheque processing/ collection charge	₹50 for cheque values upto ₹10,000 ₹100 for cheque values from ₹10,001 to ₹100,000 ₹150 for cheque values above ₹1,00,001
Credit card replacement fee (within India/outside India)	₹100
Currency conversion charge for foreign currency transactions	3.5%
Balance enquiry on the credit card at other bank ATMs	NIL
Handling charges for redemption of rewards	₹50 per redemption (w.e.f. 1 April 2012)
Cash payment charge (HSBC Credit Card bill payment made in cash at HSBC branches and drop-boxes)	₹100
Copy of Credit Information Report (CIR)	₹50
<p>#or at such modified rates as decided by HSBC from time to time.</p> <p>*Finance charges per month at the prevailing rate will also apply.</p> <p>The Bank shall provide a prior notice of one month in case of any changes made to the above credit card tariff.</p>	

Finance Charge Illustration

Let's say you purchase a watch for ₹1,200 on 1 March and a necklace for ₹800 on 10 March. The following interest will be charged on your purchases:

Outstanding due in the 20 March statement	₹2,000.00
Payment made on the due date of 1 April	₹100.00
Balance carried forward (revolved)	₹1,900.00
Interest calculations: (3.3% p.m)	
a) Interest on ₹1,200 for 41 days (from 1 March to 10 April)	₹53.38
b) Interest on ₹800 for 32 days (from 10 March to 10 April)	₹27.77
c) Interest on ₹1,900 for 10 days (from 11 April to 20 April)	₹20.61
Total interest charged in the 20 April statement	₹101.77
GST @ 18.00% on interest	₹18.32
Outstanding due in the 20 April statement	₹2,020.09

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. For example, if payment due is ₹5,000 and you do not make any new transactions on your credit card, the repayment will stretch upto 8.75 years (105 months) at the current tariff structure.

Note:

No refund of annual fee will be available if the credit card is terminated. Tariff structure is subject to change from time to time at the sole discretion of HSBC. The Bank will notify you of any changes in the terms and conditions of this product with prior notice of one month.

Please be advised that applicable Indirect Taxes including Goods and Services Tax (GST) would be recovered on all our fees and charges and any other amount liable to tax under prevailing Indirect Tax Laws.

The credit limit and cash withdrawal limit (40% of credit limit or as decided by the Bank from time to time) are communicated to you in your monthly card statement. The available credit limit is provided as part of the monthly card statement.

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

Late Payment Charges

Illustrative Example of Late Payment Charges

Assume you receive a statement for the period 16 October - 15 November, with a payment due date of 7 December. Payment of minimum payment due (MPD) is required to be received in the card account by the payment due date (7th December) to ensure that no late payment fees are levied. Late payment fees will be levied as per the illustration in the given below:

MPD (₹)	Late payment charges (₹)	Description
100	400	50% of MPD i.e. on ₹100 is ₹50. Since the minimum fee is ₹400, the late payment fee levied will be ₹400
250	400	50% of MPD i.e. on ₹250 is ₹125. Since the minimum fee is ₹400, the late payment fee levied will be ₹400
500	400	50% of MPD i.e. on ₹500 is ₹250. Since the minimum fee is ₹400, the late payment fee levied will be ₹400
1,000	500	50% of MPD i.e. on ₹1,000 is ₹500, the late payment fee levied will be ₹500
1,500	750	50% of MPD i.e. on ₹1,500 is ₹750, the late payment fee levied will be ₹750
2,000	750	50% of MPD i.e. on ₹2,000 is ₹1000. Since the Maximum fee is ₹750, the late payment fee levied will be ₹750

Payment Hierarchy

With effect from 5 August 2013, there is a change in the 'Payment Hierarchy'-

Payment made to the cardholder's account will be first settled in the order of occurrence to the extent of minimum payment due, by the following 'plans' i.e. EMI, cash advances, purchase outstanding and balance transfer in descending order of interest rates, and within a given 'plan'. The payment will be allocated to a predefined order of:

1. Service charges*
2. Interest/finance charges
3. Late payment fee
4. Annual fee
5. Overlimit fee
6. Instalment handling fee
7. Instalment processing fee
8. Return cheque charges
9. Insurance premium
10. Principal**

The excess payment (if any) over and above minimum payment due will be allocated to the same hierarchy as defined above.

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

*Service charges include the following:

Cash Advance Fee, GST, Card Replacement Fee, Statement Reprint Fee, Balance Transfer Processing Fee, Standing Instruction (SI) Failed Fee.

**Principal - includes purchase amount, Balance Transfer principal amount and cash withdrawn on the credit card.

Debit Mandate Form NACH/ECS/DIRECT DEBIT

UM RN Date

Sponsor Bank Code Utility Code

Tick (✓)

CREATE I/We hereby authorise to debit
 MODIFY
 CANCEL Bank account no.

with Bank IFSC or MICR

an amount of Rupees ₹

FREQUENCY Mthly Qtly H-yrly Yrly As and when presented DEBITTYPE Fixed Amount Maximum Amount

Client ID Phone No.

Ref. ID E-mail ID

I agree for the debit of mandate processing charges by the Bank whom I am authorising to debit my account as per latest schedule of charges of the Bank.

PERIOD _____

From	D	D	M	M	Y	Y	Y	Y
To	D	D	M	M	Y	Y	Y	Y
Or	<input type="checkbox"/> Until Cancelled							

_____ Signature Primary Accountholder	_____ Signature Accountholder	_____ Signature Accountholder
1. <u>Name as in bank records</u>	2. <u>Name as in bank records</u>	3. <u>Name as in bank records</u>

- This is to confirm that the declaration has been carefully read, understood and made by me/us. I am authorising the User entity/Corporate to debit my account
- I have understood that I am authorised to cancel/amend this mandate by appropriately communicating the cancellation/amendment request to the User entity/Corporate or the Bank where I have authorised the debit

Summary of Key Features and Terms

Visa Gold Credit Cards

Quick facts		
Product Features		For more information
Gold Credit Card	<p>The HSBC Gold Credit Card is designed to complement your lifestyle and is a symbol of recognition and status wherever you go. Your card comes packed with features designed to suit your lifestyle and taste that you are already accustomed to</p> <p>This card can be used at merchant establishments having Point of Sale payment facility and can also be used for online transactions on eCommerce websites</p> <p>HSBC cards provide enhanced security through an embedded Chip to protect your card from fraudulent usage and PIN verification for your purchase transactions at merchant establishment</p>	HSBC Gold Credit Card Service Guide and Cardholder Agreement
Rewards and Privileges	<p>As our cardholder you can enjoy our Rewards Programme and other benefits including:</p> <ul style="list-style-type: none"> Reward points on purchase transactions Year-round special offers and discounts Home&Away Privilege Programme 	Ongoing offer details on www.hsbc.co.in , Terms and Conditions for the relevant benefits or promotions
Low Interest Instalment Plans	<p>Choose from a varied low interest option to repayment in instalments such as:</p> <ul style="list-style-type: none"> Balance transfer on EMI Loan on Phone Cash on EMI Balance conversion Instant EMI 	Refer page 53 of Terms and Conditions section of this booklet
ATM Facility	For customers holding a bank account with HSBC India, the facility of accessing bank account through the credit card at ATM's is available on request	Refer page 10 of Service Guide section of this booklet
Other benefits	<p>Other benefits include:</p> <ul style="list-style-type: none"> Visa Bill Desk online bill payment service One time password for secured transactions eStatement Personal Internet Banking service PhoneBanking service 	Refer page 8 of Service Guide section of this booklet
Financials		For more information
<p>For details on the annual fee, finance charge, transaction fee for cash advance and other charges please refer to the Tariff Sheet in the Service Guide</p> <p>Illustration on Finance Charge calculation</p>		<p>Refer page 19 of Service Guide section of this booklet</p> <p>Refer page 20 of Service Guide section of this booklet</p>

Other Key Terms		For more information
Credit Limit	The card carries a credit limit on the amount of purchase and cash advance. We may vary the credit limit on the card at any time as we consider appropriate based on periodic assessment of credit risks associated with the card account	Refer page 34 of Terms and Conditions section of this booklet
Additional Cardholder	Individual receiving a supplementary card at the request of the primary cardholder An additional cardholder will be responsible for the use of the supplementary card. The primary cardholder will be responsible for the use of his primary card as well as the use of each supplementary card by an additional cardholder and for repayment of dues	Refer page 39 of Terms and Conditions section of this booklet
Notification of unauthorised transactions	You should notify our contact centre of any transaction not authorised by you	Refer page 68 of Most Important Terms and Conditions section of this booklet
Payment hierarchy	The sequence in which we apply payments and credits to the card account to repay the statement balance payment will first be settled in the order of occurrence to the extent of Minimum payment due, first by the following 'plans'	Refer page 22 of Service Guide section of this booklet
Repayment	You may repay the statement balance in full or in part subject to paying the Minimum Payment Due and finance charges	Refer page 20 of Service Guide section of this booklet
Protecting the Card	You and any additional cardholder are responsible for taking appropriate security measures to prevent the card from being misused	Refer page 7 of Service Guide section of this booklet

Your Voice

At HSBC, we want to make sure that you get the best of service from us – service which you, our valued customer, deserves. If at any stage, you have any queries or feel that our service levels are not upto your expectations, here is what you can do:

- E-mail us at info@hsbc.co.in OR
- Write to us: The Manager, Customer Care Centre, The Hongkong and Shanghai Banking Corporation Limited, Rajalakshmi, No 5 and 7, Cathedral Road, Chennai - 600 086
- Visit the nearest HSBC Branch

- Full terms and conditions contained in the credit card cardholder agreement apply to your Gold Credit Card. The information contained in the table providing the summary of key terms summarises key product features and is not intended to replace any terms and conditions. The full terms and conditions will prevail in the event of any inconsistency between the full terms and conditions and the summary of key terms

Terms and Conditions of HSBC Gold Credit Card

THE GOLD CREDIT CARD IS ISSUED BY THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, INDIA WITH ITS INDIA CORPORATE OFFICE AT, 52/60 MAHATMA GANDHI ROAD, MUMBAI - 400 001, INDIA (HSBC), ON THE FOLLOWING TERMS AND CONDITIONS:

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

Unless the context requires otherwise the terms defined shall have the same meaning attributed to them herein:

Definitions

- 'Account'** shall mean any account with HSBC, including a HSBC Gold Credit Card account, Savings account(s), Current Account(s), Fixed Deposit account(s) and/or any loan/overdraft account.
- 'Additional Credit cardholder/Add-on cardholder'** means an applicant who is an individual to whom a HSBC Gold Credit Card bearing that individual's name is issued by HSBC although the liability is shared, jointly and severally, with the primary credit cardholder.
- 'Alerts'** means the customised messages sent as Short Messaging Service (SMS) to the credit cardholder over his mobile phone.
- 'Applicant'** means: (i) any person who has signed the HSBC Gold Credit Card application form, which is accepted by The Hongkong and Shanghai Banking Corporation Limited (HSBC).
- 'Authentication'** means validation of an online transaction using the OTP.
- 'billing cycle'** means the period for which the credit card statement is generated.
- 'Credit Card'** means, the Gold Credit Card issued by HSBC to an applicant.
- 'Credit Card Account'** means the account opened and maintained by HSBC for the purpose of use of the Gold Credit Card as per the terms and conditions contained herein.
- 'Chip'** means, Chip embedded in HSBC India Credit Card issued by HSBC India to a cardholder. The embedded Chip provides enhanced security features. In addition to this, the Chip card also has a magnetic stripe (magstripe card) to support fall back transactions on the Chip card.
- A **'Credit Card Upgrade'** is defined as changing the card type (Gold/Classic/Gold) to a higher category card. For e.g. Platinum Credit Card to a Gold Credit Card.
- A **'Credit Card Downgrade'** is defined as changing the card type to a lower category card. For e.g. Platinum Credit Card to a Gold Credit Card.
- A **'Credit Card Transfer'** is defined as changing the card type to a card of equivalent category. For e.g. HSBC Platinum Credit Card to an HSBC Spencers Platinum Credit Card.
- 'Credit cardholder'** means an applicant who has been issued a Gold Chip Credit Card by HSBC.
- 'Credit Limit'** means the maximum amount that can be outstanding against the credit card account at any point of time.
- 'CSP'** means the Cellular Service Provider with whom HSBC has an arrangement for providing the facility.
- 'Fallback'** refers to the payment transaction effected on the credit card by swiping the card on a Point of Sale (POS) terminal which is not enabled on

- Chip cards. Such POS transactions are processed based on the information contained in the magnetic stripe of the card instead of information on the Chip and will be treated as magnetic stripe card transactions and USD 10,000 per transaction limit will thereby apply for international transactions (subject to your available credit limit).
17. **'Finance Charge'** means the interest that is levied on the Gold Credit Card account when the full payment is not made by the due date. A description of the finance charge computation and associated interest rate can be found in the Tariff Sheet on page 19 in the service guide section of this booklet.
 18. **'HSBC'** means The Hongkong and Shanghai Banking Corporation Limited, India, its successors and assignees also referred to as 'The Bank'.
 19. **'International Transactions'** mean transactions carried out by the credit cardholder on his/her internationally valid Gold Credit Card outside India, Nepal and Bhutan.
 20. **'Late Payment Fee'** is the charge levied on the Gold Credit Card account when the credit cardholder fails to make a payment for an amount more than or equal to his minimum payment due by the payment due date as mentioned in the monthly Gold Credit Card statement.
 21. **'Merchant Establishments'** shall mean establishments wherever located which honour the Gold Credit Card and shall include amongst others, stores, shops, restaurants, hotels, airline organisations and mail order advertisers, including mail order outlets (whether retailers, distributors or manufacturers), advertised by HSBC or Visa/MasterCard® International.
 22. **'Minimum Payment Due'** means minimum payment at such rates applicable from time to time and as advised by HSBC in the tariff sheet. The minimum payment due (MPD) calculation is explained in page 14 of the service guide section of this booklet.
 23. **'Net Outstanding Balance'** means the amount outstanding on the statement billing date including, the unbilled instalments in addition to outstanding amounts on purchases, cash withdrawals, balance transfers and Loan-on-Phone transactions on the credit card.
 24. **'Payment Due Date'** means the date by which payment must be received by HSBC.
 25. **'Person'** means any individual, corporation, firm, company, institution, or other natural or legal person whatsoever.
 26. **'Primary Credit cardholder/Credit cardholder'** means an applicant in whose name HSBC has determined to open a primary Gold Credit Card account.
 27. **'Product Provider'** means third parties who are in the business of providing products and services.
 28. **'Service Provider'** means third party utility service provider or any other service provider, for e.g. CSP, Electricity Distributor, Gas Distribution Agencies, Insurance Providers, etc
 29. **'SMS'** refers to short message service which allows you to receive text messages sent through a mobile service network.
 30. **'SMS Facility'** means the facility of receiving alerts through the short message service offered by cellular service providers.
 31. **'Statement'** means a monthly statement of the Gold Credit Card account sent by HSBC to a credit cardholder setting out the financial liabilities on that date, of the primary credit cardholder and any additional credit cardholder to HSBC in respect of the Gold Credit Card account.
 32. **'Total Payment Due'** means total payment due in the current month.
 33. **'Transaction'** means any instruction given by an individual using a Gold Credit Card directly or indirectly to HSBC to effect action on the Gold Credit Card (examples of 'transaction' instructions could be a sales slip, a cash advance slip or a mail order coupon).
 34. **'Verbal Application'** means credit cardholder's request/consent obtained on a recorded telephonic interaction with HSBC or its representatives.
 35. **'PIN'** means a personal identification number used in conjunction with a card.
 36. **'POS'** refers to electronic Point of Sale swipe terminals that permit

the debiting of the card account for purchase transactions at merchant establishments.

37. **'Dip'** refers to inserting the Chip card at the POS terminal slot/Chip reader for initiating the card payment transaction by processing the information in the Chip.
38. **'Swipe'** refers to the act of swiping the card in the POS terminal slot/reader for initiating the card payment transaction by processing the information in the magnetic stripe at the back of the card.
39. **'One Time Password (OTP)'** means any password(s) or other means of authentication as we may specify from time to time, which will facilitate your making online credit card payments through the internet in a secure manner.
40. **'ECOM'** means transactions done through online platform/website.
41. **'We', 'our'** and **'us'** means The Hongkong and Shanghai Banking Corporation Limited.
42. **'You', 'your'** means the person to whom we issue a card (whether a primary card or add-on card).
43. **'International Usage'** means the usage of the credit card for -
 - POS (Point of Sale) transactions carried out outside India
 - E-commerce transactions on a website (server) which is located outside India
 - Transactions at ATMs located outside India
44. **'Local/Domestic Usage'** means the use of the credit card to carry out transactions within India.
45. **Dormant/Inoperative Account:** A dormant/inoperative account is a credit card account which is not operated upon for a period of 12 months or as applicable from time to time by HSBC.

Exclusions and Exceptions

We shall not be responsible or liable to you for any inconvenience, loss or damage or embarrassment incurred or suffered in any of the following events:

- a. HSBC, a merchant, or other bank or financial institution or any other party

refuses to accept the credit card or to accept any transaction for any reason whatsoever; or

- b. HSBC, its servants, agents or contractors are unable to perform any of its obligations under this agreement, whether due directly or indirectly, to the failure of any machine, data processing system or transmission link or industrial or other dispute, any act of God or anything beyond the control of HSBC, its servants, agents or contractors or as a consequence of any fraud or forgery;
- c. Any malfunction, defect or error in any ATM or other machines or systems whether belonging to or operated by HSBC or otherwise, howsoever caused;
- d. Any rejection of your credit card or the PIN of your credit card by any ATM or other machines or any failure to effect or complete any transaction, howsoever caused;
- e. Any neglect, refusal or inability on our part to authorise or approve any credit card or to honour or effect any other transaction on the account for any reason whatsoever; or
- f. Any damages to or loss of or inability to retrieve any data or information that may be stored in your credit card or any microchip or circuit or device in your credit card, howsoever caused.

We shall not be liable in any way for the goods purchased or services rendered and paid for by the use of the credit card or the delivery, quality or performance of such goods or services.

We shall also not be responsible for any benefits, discounts or programmes of any merchant or other person that we may make available or introduce to you.

We shall be entitled to charge to and debit from the account in respect of all transactions effected by use of your credit card, or the PIN of your credit card in spite of the non-delivery or non-performance of or any defect in those goods or services or the failure of any person to provide or make available to you any of those benefits, discounts or programmes. You must seek redress in respect of such goods, services, benefits, discounts and programmes from that person directly.

In the event of any dispute between you and any merchant or bank or financial institution or any other person, your liability to us shall not in any way be affected

by such dispute or any counterclaim, right of set-off or contractual right which you may have against such merchant or bank or financial institution or person. We shall not in any event be responsible or liable to you for any consequential or indirect economic loss, howsoever caused, incurring or arising.

On credit cards without international usage facility, transactions originating from outside India are not permitted by RBI. Hence, such transactions will be declined by HSBC.

You may not assign your rights under this agreement.

We may at our discretion make available to you from time to time additional benefits, services or programmes in connection with the use of your credit card. Such benefits, services or programmes shall nevertheless not form part of our legal relationship with and obligations to you.

You hereby acknowledge that any merchant may at any time and from time to time without prior notice restrict, exclude, modify or suspend the benefits and/or privileges accorded to credit cardholders under any privilege schemes at that participating merchant.

HSBC Gold Credit Card Usage

1. The HSBC Gold Credit Card is valid worldwide.
2. On the request of the primary credit cardholder, HSBC may issue add-on credit card(s) to the person(s) who is/are not of age. The primary credit cardholder shall irrevocably confirm all dues in respect of the HSBC Credit Card(s) utilised for services availed of and goods purchased from eligible service establishments/merchants and any add-on cardholder(s) will be payable by the primary credit cardholder and the primary credit cardholder guarantees the payment towards the same in his/her capacity as the principal cardholder. The primary credit cardholder acknowledges that the existence of this account and details thereof (including details of credit card transactions and any defaults committed by the primary credit cardholder), will be recorded with credit reference agencies and such information (including processed information) may be shared with banks/financial institutions and other credit grantors for the purpose of assessing further

applications for credit by the primary credit cardholder and/or members of his household, and for occasional debt tracing and fraud prevention. The primary credit cardholder authorises HSBC to share information relating to his/her credit card account, including information relating to any add-on cardholder(s).

If you are a primary cardholder, you are required to ensure that each additional cardholder uses and handles his card and related matters in accordance with this agreement

3. If the credit cardholder needs to surrender the credit card to HSBC, the same shall be cut into several pieces through the magnetic stripe before surrendering the same. If the credit card is surrendered without cutting into several pieces, the credit cardholder shall remain liable for any misuse that takes place subsequent to the credit card being surrendered to HSBC. This applies to any method (mail, personal handover, etc.) that is used to surrender the credit card.
4. The credit cardholder 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 the credit cardholder's personal control at all times.
5. The credit cardholder shall destroy his old credit card, on receipt of renewal credit card, by cutting it into several pieces. The renewed credit card shall be sent to the credit cardholder before the expiry of the old credit card at the discretion of HSBC upon evaluation of the conduct of the credit card account. HSBC reserves the sole right of renewing the credit card account on expiry.
6. The credit cardholder must sign a sales slip, cash advance slip, or mail order coupon whenever the credit card is used and should retain the copy. Copies of the sales or cash advance slip may be furnished by HSBC at an additional charge. Any sales, cash advance slip, or mail order coupon not personally signed by the credit cardholder but which can be proved as being authorised by the credit cardholder will be the credit cardholder's liability. The credit cardholder is required to authenticate the purchases at merchant

- outlets in India using their 6-digit ATM PIN at the electronic Point of Sale (POS) terminal, in addition to signing the sales slip, to complete the payment.
- a. The merchant will dip the Chip card into the POS terminal's card reader and enter the amount to be paid by the credit cardholder.
 - b. The POS terminal will ask for a PIN, which will be the credit cardholder's 6-digit Credit card ATM PIN.
 - c. The credit cardholder will be required to enter his/her credit card ATM PIN on the Point of Sale (POS) machine in addition to signing the charge slip for the purchase transaction to successfully go through.
 - d. The merchant will hand over a copy of the sales slip along with the Chip card to the credit cardholder.
7. The credit cardholder will be responsible for all facilities granted by HSBC in respect of the credit card and for all transactions and charges accrued on these facilities, notwithstanding the termination of this agreement.
 8. The credit card is acceptable at any Visa/MasterCard® merchant outlet worldwide depending on the brand of credit card used. Whilst HSBC will not accept responsibility for any dealing the merchant may have with the credit cardholder including but not limited to the supply of goods or services, HSBC will try and assist the credit cardholder, wherever possible. For this, the credit cardholder, should notify HSBC of the complaint immediately along with supporting documents. Should the credit cardholder have any complaints concerning any Visa/MasterCard® merchant establishment, the matter should be resolved by the credit cardholder with the merchant establishment and failure to do so will not relieve the credit cardholder from any obligations to HSBC.
 9. HSBC accepts no responsibility for any surcharge levied by any merchant establishment and debited from the credit card account with the transaction amount.
 10. All charges for jewellery, electronic goods and cash will be approved selectively at HSBC's discretion in the first six months of credit card membership.
 11. The credit cardholder will be responsible for any standing instructions issued by the credit cardholder on the credit card in relation to other service

- providers. The credit cardholder will also be responsible for advising the service provider directly of any change in the credit card number for payment mandates/direct debits the credit cardholder has authorised on the credit card, irrespective of the change being an outcome of instructions/action emanated from the credit cardholder or from HSBC. HSBC accepts no responsibility for any disputes between the credit cardholder and such other service provider(s). Disputes, if any, must be resolved directly between the credit cardholder and such service provider(s).
12. HSBC shall be under no liability, whatsoever, in respect of any loss or damage arising directly or indirectly out of decline of a charge because of exceeding foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, on HSBC becoming aware of the credit cardholder exceeding his entitlements.
 13. Utilisation of the credit card must be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). In the event of the credit cardholder's failure to comply with the same, the credit cardholder shall be liable for action under the Foreign Exchange Management Act, 1999 and may be debarred from holding HSBC's credit card worldwide, either at the instance of HSBC or the RBI. The credit cardholder shall indemnify and hold harmless HSBC from and against any and all consequences arising from the credit cardholder/the additional credit cardholder not complying with the Exchange Control Regulations of the RBI.
 14. Non-Resident Indians can hold an international credit card; provided all dues arising out of its use in India/abroad are met out of an NRE/NRO account held with HSBC or by inward remittances.
 15. The credit cardholder shall not use the credit card as payment for any illegal purchase.
 16. HSBC reserves the right to honour, refer or decline any transaction on the credit card, at its sole discretion and without assigning any reason whatsoever.
 17. If HSBC becomes aware of suspicious/irregular/high-risk transactions or authorisation requests being made/attempted on the credit card account, it reserves the right to temporarily block the available credit limit in the credit

card account only if the credit cardholder is not contactable to confirm the transactions. This measure is being taken to safeguard the interests of the credit cardholder as well as HSBC.

18. International credit cards cannot be used on the internet or otherwise for purchase of prohibited items, like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call-back services, etc.
19. You can contact HSBC for clarification with respect to permissible foreign exchange transactions.
20. International Usage
To enhance security on your transactions, credit cards issued on or after 1 December 2013 will have an option of setting up the international or domestic usage facility. Cardholders who choose the domestic usage facility will not be able to carry out the following kinds of transactions:
 - POS (Point of Sale) transactions outside India
 - E-commerce transactions on websites (servers) located outside India
 - Transactions at ATMs located outside India

If you wish to use the card for international transactions please place a request with HSBC PhoneBanking OR submit a 'Local/International Card Usage Form' at the nearest HSBC Branch in India.

- a. All credit cards issued after 1 December 2013 will be set-up by default for Domestic usage only, unless you have opted for international usage at the time of making an application for the credit card.
- b. A limit of USD 10,000 per transaction will apply for international transactions on magnetic stripe cards (subject to your available credit limit).
- c. The per transaction limit of USD 10,000 on international transactions will not apply for Chip and PIN-enabled credit cards; however if the Chip credit card is used as a magnetic stripe card (by swiping it at a POS machine) it will be treated as a magnetic stripe card and the USD 10,000 per transaction limit will apply (subject to your available credit limit).

If you need any clarifications, please call HSBC PhoneBanking or e-mail us on info@hsbc.co.in or visit the nearest HSBC branch in India.

Card Activation

Terms and Conditions on SMS OTP for Card Activation.

One Time Password for activating your new HSBC Credit Card

1. By using this One Time Password (OTP) service (the 'Service'), you will be deemed to have accepted and agreed to comply with these terms, which shall operate in addition to all other applicable terms, including our applicable data policies, the terms and conditions governing the use of your credit card, the terms and conditions governing the use of HSBC's Credit Card.
2. When activating the HSBC Credit Card newly issued to you for whom the Service is applicable, you are required to enter an OTP sent to you via SMS on your registered mobile number with the bank for acceptance and activation of the HSBC Credit Card.
3. If you cannot provide the OTP or the authentication through the Service fails, the credit card may not be activated. We will not be liable for any delay in receipt of SMS due to mobile network congestion or handset limitations.
4. Credit Cardholders will be responsible for the accuracy of his/her personal details provided by him/her to HSBC. Credit Cardholders must inform HSBC immediately of any change in his/her particulars.
5. Credit Cardholders will ensure that his/her mobile phone and number is able to receive text messaging both in India and overseas. Credit Cardholders will be responsible for any fee imposed by his/her respective mobile phone service provider.
6. This Service is subject to the terms and conditions of the Cardholder's agreement with his/her mobile phone service provider.
7. Credit Cardholders acknowledge and agree that the sending of any SMS alert by HSBC and/or its receipt by credit Cardholders may be delayed or prevented by factor(s) outside of HSBC's control.

8. You are fully responsible and liable for all transactions made by after activating the card using the OTP received by you.
9. You must not allow any unauthorised access or give any other person access to the credit card and OTP used for accessing the Service. You are required to keep the OTP secret at all times and must not disclose it to
 - a. any person or write it down or
 - b. record it in a manner that could result in its disclosure or misuse.
10. If you discover that your credit card details or the OTP may have been used in an unauthorised way, you must notify us as soon as reasonably practical by calling our PhoneBanking numbers. In certain circumstances, we may also require you to make a police report accompanied by any other information we may require.
11. You accept that you are responsible for the use of the Service and agree to act prudently and in good faith, including by taking the measures listed below to safeguard the security of the Service and the OTP: You must also follow HSBC's security recommendations (copies of which are provided on HSBC's website) and any other notices relating to the Service from time to time issued. If you fail to observe any such notices and/or your responsibilities under these terms, you are liable for all claims, losses, liabilities and other consequences arising from or in connection with the use of the Service.
12. HSBC will be entitled to prescribe or amend these terms and conditions including methods for the use of the Service, as well as the channel for provision or use of the Service, as HSBC deems appropriate.
13. HSBC will cease to provide the Service:
 - a. if these terms and conditions are not complied with;
 - b. if the credit card account is closed;
 - c. upon the death or contractual incapacity of the credit Cardholder;
 - d. upon written request of the credit Cardholder;
 - e. at HSBC's own discretion.
14. HSBC reserves the right to begin charging a fee for such a Service by giving one month's prior notice to the credit Cardholder.

One Time Password for Secured Transactions

1. By using this One-Time Password (OTP) service (the 'Service'), you will be deemed to have accepted and agreed to comply with these terms, which shall operate in addition to all other applicable terms, including our applicable data policies, the terms and conditions governing the use of your credit card, the terms and conditions governing the use of HSBC's website (which include the website conditions of use) and any security measures provided by HSBC from time to time for ECOM or the service.
2. When engaging in an ECOM or other transactions for which the service is applicable, you are required to enter an OTP sent to you via SMS before the Merchant accepts your credit card to pay for the Transactions. If you cannot provide the OTP or the authentication through the Service fails, the merchant may not accept your credit card to pay for the Transactions concerned. We will not be liable for any merchant's refusal to accept your credit card for the said payment for any reason whatsoever.
3. Credit cardholders will be responsible for the accuracy of his/her personal details provided by him/her to HSBC. Credit cardholders must inform HSBC immediately of any change in his/her particulars.
4. Credit cardholders will ensure that his/her mobile phone and number is able to receive text messaging both in India and overseas. Credit cardholders will be responsible for any fee imposed by his/her respective mobile phone service provider.
5. This service is subject to the terms and conditions of the cardholder's agreement with his/her mobile phone service provider.
6. Credit cardholders acknowledge and agree that the sending of any SMS alert by HSBC and/or its receipt by credit cardholders may be delayed or prevented by factor(s) outside of HSBC's control.
7. HSBC will not be liable for any or all losses, damages, expenses, fees, costs, (including legal costs on a full indemnity basis), that may arise, directly or indirectly, in whole or in part, from (a) the non-delivery, the delayed delivery, or the misdirected delivery of an alert; (b) the non-receipt of an alert;

- (c) inaccurate or incomplete content in an alert; (d) reliance on or use of the information provided in an alert for any purpose; or (e) any third party, whether authorised or not, obtaining credit cardholder's account information contained in the alert by accessing the credit cardholder's mobile phone.
8. You are fully responsible and liable for all transactions made by using the OTP received by you.
 9. You must not allow any unauthorised access or give any other person access to the credit card and OTP used for accessing the service.
 10. You are to keep the OTP secret at all times and must not disclose it to any person or write it down or record it in a manner that could result in its disclosure or misuse.
 11. If you discover that your credit card details or the OTP may have been used in an unauthorised way, you must notify us as soon as reasonably practicable by calling our customer services, helpline numbers. In certain circumstances, we may also require you to make a police report accompanied by any other information we may require.
 12. You accept that you are responsible for the use of the service and agree to act prudently and in good faith, including by taking the measures listed below to safeguard the security of the service and the OTP. You must also follow HSBC's security recommendations (copies of which are provided on HSBC website) and any other notices relating to the service from time to time issued. If you fail to observe any such notices and/or your responsibilities under these terms, you are liable for all claims, losses, liabilities and other consequences arising from or in connection with the use of the Service.
 13. HSBC will be entitled to prescribe or amend these terms and conditions including methods for the use of the service, as well as the channel for provision or use of the service, as HSBC deems appropriate.
 14. HSBC will cease to provide the service:
 - a. if these terms and conditions are not complied with;
 - b. if the credit card account is closed;
- c. upon the death or contractual incapacity of the credit cardholder;
 - d. upon written request of the credit cardholder;
 - e. in the event of improper operation of the credit card account by the credit cardholder; or
 - f. at HSBC's own discretion.
15. HSBC reserves the right to begin charging a fee for such a service by giving one month's prior notice to the credit cardholder.
Kindly note that to shop online with the HSBC Gold Credit Card or on the merchant IVR system, the cardholder would be required to authenticate the transaction using One Time Password (OTP). The OTP will be automatically sent by HSBC's system to the cardholder's registered mobile number via SMS when the ECOM is initiated. At the HSBC Verified by Visa (VbV) authentication screen the credit cardholder will be required to enter the 6-digit OTP to complete the ECOM. Similarly in case of an IVR transaction, the Credit cardholder will be required to enter the 6-digit OTP using the phone keypad.

Credit Limit

1. Your Credit Card carries a credit limit on the amount of purchase and cash advance. Please refer to your Credit Card statement on a month on month basis for the applicable credit limit on your Credit Card which you are required to comply with in relation to your Credit Card
2. In the event of exceeding the credit limit assigned, an over limit fee is levied by HSBC, once every billing cycle, at the prevailing rate.
3. In case the credit cardholder exhausts the credit limit sanctioned, the credit card will not be invalidated, but all transactions initiated by the credit cardholder beyond the credit limit sanctioned will be declined till the credit card account is funded fully or partly so as to bring the outstanding within the credit limit.
4. The credit limit and cash withdrawal limit (40% of credit limit or as decided by the bank from time to time) are communicated to you in your monthly card statement.

5. The credit limit approved on the account is shared between the primary cardholder and add-on (additional) credit cardholder(s) (if any).
6. The credit cardholder understands that HSBC may conduct periodic reviews of the account based on the credit cardholder's payment patterns and/or based on HSBC's policy and discretion. In such an event, the credit cardholder will be informed about the revised credit limit. Usage of the credit card shall be deemed as acceptance of the credit limit granted from time to time.
7. The credit cardholder may apply for a review of his/her assigned credit limit at any time after the first six months of satisfactory credit card operations. HSBC may at its sole discretion, as a result of a reasonable assessment of credit risks associated with the credit card account or the credit cardholder based on information available to HSBC, reduce the credit limit of such accounts as it thinks fit without prior notice to the credit cardholder. HSBC may also at its sole discretion, without prior notice to the credit cardholder, reduce the credit limit where the minimum payment due has not been received by the payment due date.
8. Further, the credit cardholder may request HSBC for an increase in his credit limit. In any such case, HSBC may request the credit cardholder for financial documents declaring his/her income, and may, at its sole discretion, increase the credit limit. A credit cardholder may also request HSBC for a decrease in the credit limit, subject to the minimum limits set by HSBC. The credit cardholder expressly understands that if the credit limit is reduced, further enhancements will be at the discretion of the Bank. Further, the credit cardholder expressly agrees that while processing a credit cardholder's request for an increase in credit limit, HSBC may share this information with credit reference agencies.
9. HSBC may offer the credit cardholder an increase in his/her credit limit based on periodic review of the credit card account. HSBC will take the consent of the credit cardholder prior to effecting the increase in credit limit through any of the following channels – SMS, E-mail, Voice Response or physical letter. HSBC's decision in matters pertaining to credit limit increase will be final and binding.

Billing

1. All the credit card transactions will be posted in the credit card account.
2. When the credit card account has an outstanding balance, HSBC will send a monthly itemised statement of account. This statement will provide details on:
 - a) Net outstanding balance.
 - b) Total payment due.
 - c) Minimum payment due.
 - d) 'Payment due date'. If payment is made by cheque, the funds must be realised in the card account at least three working days before the payment due date.
3. Non-receipt of statement would not affect the credit cardholder's obligations and liabilities.
4. A purchase and a subsequent credit for cancellation of goods/services like air/ rail tickets are two separate transactions. The credit cardholder must pay for the purchase transaction as it appears on the credit card statement to avoid the charging of any fee. The refund will only be credited to the credit card account (less cancellation charges) as and when received from the merchant. If the credit is not posted to the credit card account within 30 days from the date of refund, the credit cardholder must notify HSBC.
5. It is also necessary that a copy of the credit note should be sent along with the credit cardholder's notification to HSBC.
6. All charges incurred in foreign currency will be billed in the credit cardholder's billing statement in INR. The credit cardholder authorises HSBC and Visa/ MasterCard® to convert charges incurred in a foreign currency to the Indian Rupee equivalent thereof at such rate as HSBC and Visa/MasterCard® may from time to time designate. For transactions incurred overseas on a MasterCard®, MasterCard® settles the transaction with the issuing bank in USD irrespective of the currency of spends.
7. For reporting billing discrepancies, cardholders can either call the HSBC PhoneBanking service (numbers are provided on the reverse of the monthly statement or at www.hsbc.co.in) or write to HSBC Credit Card Division,

Dispute Desk, PO Box 5080, Chennai - 600 028.

All grievances escalations should be marked to Chief Nodal Officer, The Hongkong and Shanghai Banking Corporation Limited, 'Rajalakshmi', No. 5 and 7, Cathedral Road, Chennai - 600 086, India.

E-mail: nodalofficerinm@hsbc.co.in You may contact the Nodal Officer Team at the following contact number between 09:30 a.m. and 06:00 p.m., Monday to Friday. Ph: +91 44 - 3911 1217. 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 credit cardholder can approach the Ombudsman if he does not receive a response within 60 days from HSBC or if he/she 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/NACH subsequently be dishonoured, the credit card account may be suspended, the credit card would be cancelled and the full outstanding balance will become immediately due and payable. HSBC will, at its sole discretion, take necessary measures to recover the money and this may include filing a criminal case under the Negotiable Instruments Act.
2. If the payment of the whole of the statements closing balance is received by HSBC on or before the payment due date, no finance charge will be payable.
3. If you will be away from India, you should make arrangement as appropriate to settle the HSBC Credit Card Account before your departure or make arrangements to pay by the due date.
4. If the credit cardholder wishes to have the extended credit facility and pay HSBC an amount less than the statements total payment due, the

entire outstandings from the date of the transaction will attract a finance charge. All new transactions will also attract a finance charge from the date of transaction at the prevailing rate once the account uses the extended credit facility. This charge will be debited on the last day of the billing cycle and will be applied on daily balances.

5. While settling the credit card dues post-dated cheques should not be deposited.
6. If the minimum payment due is not paid by the payment due date, a late payment fee will be debited from 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 the minimum payment due is not received before the payment due date.
7. Returns, reversals and refunds will not be treated as payments and will not affect the minimum payment due.
8. The payment will be applied to the items on the credit card statement in accordance with the Payment Hierarchy described on page 22 of the service guide section of this booklet.
9. The credit cardholder is deemed to have received each statement of account for the preceding month, either on actual receipt of the statement of account or 10 days after the dispatch of the statement of account by HSBC, whichever is earlier (prescribed period). Upon receipt of each statement of account and in any event not more than 30 (thirty) days from the period mentioned above, the credit cardholder agrees to immediately notify HSBC of any errors, omissions, irregularities, including any fraudulent or unauthorised transactions or any other objections the credit cardholder has to that statement of account. If the credit cardholder fails to notify HSBC within 30 (thirty) days, the statement of account and all entries therein, will be conclusive evidence of the correctness of the contents and binding upon the credit cardholder and/or any person claiming under or through such credit cardholder with the requirement for further proof and HSBC will be released from all liability for any transaction (including all charges, damages and losses of any kind whatsoever, taxes, levies, fines, fees or penalties suffered and or incurred) occurring upto the date of the most recent

statement of account except for transaction which the credit cardholder gave notice of in accordance with this section.

10. Duplicate statements will only be provided for upto the last six months on the request of the credit cardholder and payment of the assessed fee as per the tariff sheet. Duplicate statement requests placed via ATMs will also be charged the fee as per the tariff sheet.
11. 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.
12. HSBC shall not pay any interest to the cardholder on any credit balance in the cardholder's credit card account.

Fees

1. Annual membership fees if applicable on the primary and add-on credit card(s) will be billed in the credit card statement on card issuance/renewal. These fees may vary depending on the offer under which the HSBC Credit Card has been availed by the credit cardholder. The fees will not be refunded if the credit card is terminated either by HSBC or the cardholder.
2. All cash advances attract a transaction fee at the prevailing rate. The fee will be debited from 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 from the credit card account on the last day of the billing cycle.

Lost or Stolen Credit Card

1. In the event the credit card is lost or stolen, the credit cardholder must report the occurrence to any office of HSBC in India or any Visa/MasterCard® Global Emergency Assistance Helplines in writing or by calling the PhoneBanking service.
OR
The cardholder may also send an SMS from his/her registered mobile number

to block the lost card. The SMS should be sent in the following format – 'BLOCK<space>HSBC<space> <Last 4-digits of your card number>' to '575750'. The credit cardholder must also file a Police Complaint with the local police station and send a copy of the Report to HSBC.

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

Lost Card Liability

Your liability for unauthorised transactions on the Lost Card. The HSBC Gold Credit Cardholder has nil lost credit card liability after reporting and registering the loss of the HSBC Gold Credit Card to HSBC. The credit cardholder is also covered[^] for misuse of his/her HSBC Gold Credit Card upto 24 hours before reporting and registering, for upto ₹300,000. For more details, please visit www.hsbc.co.in/Gold-credit-card-section.

[^]All insurance benefits listed above are provided directly to credit cardholders by ICICI Lombard General Insurance Company Limited, whose terms, conditions and decisions, for which the Bank is not liable, will apply. Claims for settlement to be sent directly to ICICI Lombard General Insurance Company Limited.

All insurance benefits on the credit card are available to valid primary cardholders only.

Terms and conditions for Lost Card Liability

General terms and conditions

- All insurance benefits listed are provided directly to credit cardholders by ICICI Lombard General Insurance Company Limited, whose terms, conditions and decisions, for which the Bank is not liable, shall apply
- HSBC does not hold any warranty and/or make representation about quality, delivery of the cover, processing of the claims or settlement of the claims by ICICI Lombard General Insurance Company Limited in any manner whatsoever
- Claims for settlement to be sent directly to ICICI Lombard General Insurance Company Limited
- The insurance benefits are available to you regardless of other existing insurance that you may avail of. You may be asked to submit additional documents, as per the requirements of the case
- The Bank will not be liable for any delayed settlement of claims
- Both the above covers are reimbursable
- Reimbursement would be restricted to the lower of loss incurred and maximum sum insured
- For any further queries or assistance related to the policy, exclusions and claim settlements, you can write to hsbccustomer@almondz.com or call on toll free 1800 2666

Lost Card Liability Cover terms and conditions

- The policy covers all fraudulent utilisation of lost or stolen HSBC Gold Credit Cards
- The cover is valid for 24 hours prior to reporting and 7 days post reporting
- Pre-delivery frauds are not covered
- All PIN-based transactions are not covered
- Claim should be registered by the cardholder within a maximum period of 30 days from the date of filing Police Complaint with the local police station

or within 15 days from the statement period end date, mentioned on the credit card statement bearing details of the fraudulent transactions

- Counterfeit cards are not covered

Claims Procedure

For lost card reporting and online fraud protection cover on HSBC Gold Credit Card, cardholder should write to hsbccustomer@almondz.com or call on toll free 1800 2666.

Within 10 days ICICI Lombard General Insurance Company Limited will communicate with the claimant and ask for the required documents. The following documents need to be submitted along with the duly filled claim form:

- Copy of the front side of your credit card (in case of online fraud protection cover only)
- Original/Attested copy of the Police Complaint by a Gazetted Officer
- Copy of charge slips/statement indicating fraudulent transactions
- Occurrence/incident report indicating how and when the card was lost
- Resident proof of the claimant
- ID proof of the claimant
- Recent photo of the claimant
- Any other document as may be required by the company

Customers shall call ICICI Lombard General Insurance on 1800 2666 or write to hsbccustomer@almondz.com to make a claim and obtain the proper forms and instructions within 24 hours from discovering an unauthorised charge was made on your lost or stolen credit card;

File a police report within a maximum of 24 hours of discovering unauthorised charges or ATM withdrawals;

To the extent your credit card was not lost or the object of theft, report the unauthorised charges, or ATM withdrawal(s), to the credit account issuer(s), and to us, within 24 hours of your discovery of a loss;

You shall complete and return any documents including but not limited to claim

forms, police reports, demands, notices, and any other documents we may ask you to provide;

The claims form and accompanying documents must be returned to us within 3 days of making the original claim.

In case the documents are not received from the customer within 3 months of intimation, the claim shall be considered as closed. However, before closing the claim, ICICI Lombard General Insurance Company Limited shall send a letter to the customer that the claim is closed because of the non-receipt of documents.

- On admissibility, ICICI Lombard General Insurance Company Limited shall make the payment to the beneficiary. The payment shall be made within 10 days of receipt of all complete documents
- The settlement amount will be paid by an account payee cheque in favour of the cardholder

Additional Credit Cards

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

Change of Credit Card Type

1. For the purpose of credit card upgrade/downgrade/transfer, the hierarchy in increasing order will be - Classic, Gold, Gold and Premier.
2. HSBC has the right to downgrade the credit card type of the credit cardholder

basis the spending and payment pattern of the credit cardholder or any other behavioural criteria which HSBC may deem fit. The credit cardholder will however be informed of any change in card type.

3. The credit cardholder may apply for credit card upgrades or transfers.
4. HSBC's decision in matters pertaining to change of credit card type shall be final and binding.

Fuel Surcharge Waiver

1. Each fuel purchase transaction for an amount between ₹400 and ₹4,000 (inclusive of both amounts and excluding the surcharge amount) made on the credit card is eligible for the fuel surcharge waiver. HSBC Gold Credit Cardholders will be levied a fee of ₹249 p.a. if they wish to avail of the waiver on the surcharge on fuel transactions done using their HSBC Gold Credit Card. (To register, call HSBC's PhoneBanking officers).
2. Any fuel purchase transaction for ₹399 and below will not be eligible for the fuel surcharge waiver and will continue to be levied with a surcharge amount of ₹10.
3. Any fuel purchase transaction for ₹4,001 and above will not be eligible for the fuel surcharge waiver and will continue to be levied with a surcharge amount equivalent to 1% of the total transaction amount.
4. Eligible fuel purchases made at petrol pumps with either HSBC Electronic Draft Capture (EDC) terminals or other bank EDC terminals will be levied the applicable fuel surcharge amount at the time of purchase and this will appear on the HSBC Gold credit cardholder's monthly statement of account. This surcharge will subsequently be reversed for eligible transactions. The levied surcharge will not be reversed for transactions which are not eligible for the fuel surcharge waiver (i.e. transactions of ₹399 and below and ₹4,001 and above).
5. A consolidated reversal of the surcharge amount levied will reflect in the credit cardholder's subsequent monthly statement of account.
6. Surcharge waiver will be restricted to ₹250 per calendar month per primary credit card.
7. For transactions eligible for surcharge waiver, reward points will not be

awarded.

8. GST levied on fuel transactions is beyond HSBC's jurisdiction and cannot be reversed by HSBC.
9. HSBC has the right to change the contract regarding fuel surcharge waiver, modify the slabs or remove them completely, without prior notice.
10. Credit card accounts that are delinquent or over limit shall not be eligible for the fuel surcharge waiver.

Railway Surcharge

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

Rewards Programme

1. The credit cardholder earns 1 reward point for every purchase of ₹100 on the credit card.
2. Reward points will be offered only for purchases made on the credit card. cash advances, any other fees/charges and disputed transactions will not accrue reward points.
3. Reward point expiry will follow a Rolling Expiry system with a reward point validity period of 2 years. Reward points earned during the first year of card membership, if not redeemed, will expire at the end of the second year of card membership; reward points earned during the second year of card membership, if not redeemed, will expire at the end of the third year and so on. The first year of card membership begins from the date of credit card issuance.
For instance, for a credit card issued on 10 March 2011, the reward points

earned from 10 March 2011 to 10 March 2012 if unredeemed will expire on 31 March 2013.

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 amounts overdue.
5. Purchases on the additional credit cards will accrue reward points. These reward points can be redeemed only by the primary credit cardholder.
6. The credit cardholder cannot transfer reward points to another cardholder. The credit cardholder can, however, combine reward points of his/her multiple credit cards at the time of redemption.
7. Reward points can be redeemed against annual fees, gift vouchers, airline miles and charities by the primary credit cardholder only.
8. Redemption of reward points is not automatic, credit cardholders will have to fill in the redemption form and mail it to: The Manager, Card Products Division, Post Box No. 5080, Chennai - 600 028. Credit cardholders can also visit www.hsbc.co.in or use the HSBC PhoneBanking facility to redeem their points.
9. Any redemption request received by HSBC will be fulfilled in approximately three weeks time from the date of receipt.
10. HSBC reserves the right to wholly or partly modify the rewards programme or introduce a fee structure for availing of this benefit. HSBC also reserves the right to change the reward point conversion rate, withdraw reward points awarded or to vary any of the terms and conditions herein, in its absolute discretion and without prior notice to credit cardholders.
11. Delivery will be made only at the billing statement address against written acknowledgement of receipt of goods by any occupant at the address. ₹50 will be debited from the credit card account for handling charges of all goods and services.
12. In the event of the credit card being voluntarily closed by a credit cardholder, the reward points that are in the credit card account can

be redeemed within one month of credit card closure. In case the credit cardholder fails to redeem these points within one month of closure, the reward points will automatically lapse.

13. Any disputes arising out of vouchers issued by merchant establishments that are defective or deficient in number must be addressed in writing to: The Manager, HSBC Card Products Division, Post Box No. 5080, Chennai – 600 028, within 7 days of receipt. Any claims made after 7 days

shall not be entertained and the credit cardholder shall be deemed to be satisfied with the vouchers.

14. Terms and conditions stated herein do not amount to commitment or representation by HSBC to conduct such programmes.
15. For the complete and updated terms and conditions pertaining to the rewards programme kindly refer to the rewards programme section on www.hsbc.co.in/creditcards. Usage of the programme will be deemed as automatic acceptance of the said terms and conditions.

Premium Offers

1. HSBC has entered into marketing arrangements with leading service/product providers to provide premium offers to its credit cardholders. The offers may include preferential pricing and/or service benefits.
2. All disputes between a credit cardholder and the service provider/product provider shall be resolved between them and HSBC shall not be responsible for the quality of any of the offerings by the respective marketing partner.

ATM Related

Where an 'Any Time Money' or other facility has been incorporated in the credit card, so that it may be used to effect banking transactions (on any account other than the credit card account) at Automated Teller Machines (ATMs), the use of such a facility will be subject to the relevant HSBC ATMs terms and conditions in addition to the terms and conditions herein.

SMS Alerts

1. Availability

- 1.1 The SMS facility is made available to the credit cardholder, at the sole discretion of HSBC and may be discontinued by HSBC at any time, without notice. The SMS facility is currently available only to Resident Indian credit cardholders with accounts with HSBC branches in India.
- 1.2 The SMS facility is available in certain specific regions and to subscribers of mobile phones of certain specific CSPs in India. The credit cardholder understands that unless he is a subscriber of the specific CSPs, the SMS facility will not be available.
- 1.3 The alerts will be sent to the credit cardholder only if the credit cardholder is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs.
- 1.4 HSBC may, if feasible, extend the facilities to other cellular circles as well as to the credit cardholders, who are subscribers of such other CSPs, from time to time.

2. Process

The credit cardholder acknowledges that alerts will be implemented in a phased manner. HSBC may, from time to time, change the features of any alert.

3. Receiving Alerts

- 3.1 The credit cardholder is responsible for intimating to HSBC any change in his phone number or e-mail address or account details.
- 3.2 The credit cardholder acknowledges that to receive alerts, his mobile phone must be in a 'switched on' mode. If the credit cardholder's mobile phone is kept 'switched off' for a continuous period 48 hours from the time of delivery of an alert message by HSBC, that particular message would not be received by the credit cardholder.
- 3.3 The credit cardholder acknowledges that the SMS facility is dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by HSBC for the purpose of providing

- the SMS facility. The credit cardholder accepts that timeliness, accuracy and readability of alerts sent by HSBC will depend on factors affecting the CSPs and other service providers. HSBC shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of alerts to the credit cardholder.
- 3.4 HSBC shall endeavour to provide the SMS facility on a best-effort basis and the credit cardholder shall not hold HSBC liable for non-availability of the SMS facility or non-performance by any CSPs or other service providers or any loss or damage caused to the credit cardholder as a result of use of the SMS facility (including, relying on the alerts for the credit cardholder's investments or business purposes) for causes which are not attributable to HSBC. HSBC shall not be liable in any manner to the credit cardholder in connection with the use of the SMS facility.
 - 3.5 The credit cardholder acknowledges that the transaction alert by way of the SMS facility may be delayed due to circumstances beyond the Bank's control. The cardholder is also made aware that in case of telecommunication network congestion/technical issues, if the Bank is unable to provide online authorisation, the stand-in processing functionality of Visa/MasterCard® automatically makes the authorisation decision on the Banks behalf to avoid inconvenience to the cardholder. In such circumstances, transaction alert by way of SMS will not be available.
 - 3.6 The credit cardholder accepts that each alert may contain certain account information relating to the credit cardholder. The credit cardholder authorises HSBC to send account related information, though not specifically requested, if HSBC deems that the same is relevant.
 - 3.7 You must always ensure that you have informed us of your current mobile number/e-mail Id so that you receive alerts promptly. Failure to keep your contact information with us updated, may result in you being liable for any loss suffered as a result of misuse of your cards.

4. Withdrawal or Suspension of SMS facility

HSBC may, in its discretion, withdraw temporarily or suspend either wholly or in part, the SMS facility at any time, without prior notice, when any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which necessitate the suspension or temporary withdrawal of the SMS facility. HSBC will notify you in advance in case of scheduled maintenance work or repair.

5. Fees

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

6. Disclaimer

- 6.1 HSBC will not be liable for loss of any information/instructions/alerts in transmission nor be responsible for security of the transmission.
- 6.2 HSBC will not be concerned with any dispute between the credit cardholder and the CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each alert.

7. Disclosure

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

8. Liability and Indemnity

The credit cardholder shall not interfere with or misuse in any manner, whatsoever, the SMS facility and in the event of any damage due to improper or fraudulent use by the credit cardholder, the credit cardholder shall be liable in damages to HSBC. In consideration of HSBC providing the SMS facility, the credit cardholder agrees to indemnify and keep safe, harmless and indemnified HSBC from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses, whatsoever, which HSBC may at any time incur, sustain, suffer or be put to as a consequence of or arising out of acting in good faith acting by omission or refusing to act on any instructions given by use of the SMS facility. The credit cardholder shall indemnify HSBC for any unauthorised access by any other person to any information given by the credit cardholder or breach of confidentiality.

9. Amendment

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

Services by Third Parties

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

Disputes

1. These terms and conditions will be governed by and be construed in accordance with the laws of India. All disputes are subject to the exclusive jurisdiction of the courts in Mumbai, irrespective of whether any other court may have concurrent jurisdiction in the matter.
2. The credit cardholder shall be liable for all costs associated with the 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 have been taken.

Disclosure of Information

1. When requested by HSBC, the credit cardholder shall provide any information, records or certificates relating to any matters that HSBC deems necessary. The credit cardholder authorises HSBC to verify the information furnished by whatever means or from whichever source HSBC deems necessary. If the data is not provided or incorrect data is provided, HSBC, at its discretion, may refuse renewal of the credit card or cancel the credit card forthwith and demand payment of all outstandings on the credit card account.
2. The credit cardholder expressly recognises and accepts that HSBC shall be absolutely entitled and have full power and authority to sell, transfer or assign any or all outstandings and dues on the credit card account to any third party of HSBC's choice and written intimation by HSBC to the credit cardholder of any such action shall bind the credit cardholder to accept any such third party as the creditor and to pay such outstandings and dues to the third party relieving the credit cardholder of any such obligation to HSBC.
3. If the minimum payment due does not get paid by the credit cardholder, the credit cardholder's name may be liable for inclusion in the defaulter database to be shared with other lenders and credit rating agencies. The right to do so lies with HSBC.
4. HSBC reserves the right to disclose the credit cardholder's information to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other wing of central government or state government.
5. The existence of HSBC Gold Credit Card Account and details thereof (including details of credit card transactions and any defaults committed by the credit cardholder), will be recorded with credit reference agencies and such information (including processed information) may be shared with banks/financial institutions and other credit grantors for the purpose of assessing further applications for credit by the credit cardholder and/ or members of the credit cardholder's household, and for occasional debt

tracing and fraud prevention. The credit cardholder accordingly, authorises HSBC to share information relating to the credit cardholder's credit card account, including information relating to any add-on credit cardholder(s).

6. HSBC may also provide information relating to credit history/repayment record of the credit cardholder(s) to a credit information company (specifically authorised by RBI), in terms of the Credit Information Companies (Regulation) Act, 2005.
7. As per RBI guidelines, HSBC provides credit information relating to its credit cardholders to Credit Information Companies (CICs) 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 of a credit card getting delinquent as on the date of such reporting and the account is subsequently regularised, the status of the account will only be updated prospectively, at the time of the next monthly reporting. As per Credit Information Companies (CICs), all changes in the credit cardholder's status are updated within a maximum of 30 days. To avoid any adverse credit history with Credit Information Companies (CICs), the credit cardholders should ensure that they make timely payment of the amount due on the credit card account.
8. The credit cardholder acknowledges that HSBC remains entitled to assign any activities to any third party agency at its sole discretion. The credit cardholder further acknowledges the right of HSBC to provide details of the credit card account, including those of any add-on credit cardholder(s), to third party agencies for the purpose of availing of support services of any nature by HSBC, without any specific consent or authorisation from the credit cardholder and/or any add-on credit cardholders.
9. The credit cardholder understands that as a precondition relating to grant of loans/advances/other non-fund based credit facilities to the credit cardholder, HSBC requires consent for the disclosure by the credit cardholder, of information and data relating to the credit cardholder/add-on credit cardholder(s), of the credit facility availed of/to be availed of by the credit

cardholder, obligations assumed/to be assumed by the credit cardholder, in relation thereto and default, if any, committed by the credit cardholder in discharge thereof.

- i. Accordingly, the credit cardholder hereby agrees and gives consent and confirms that the credit cardholder has obtained consent from the add-on cardholder(s) for the disclosure by HSBC of all or any such; (a) information and data relating to the credit cardholder/add-on cardholder(s) (b) the information or data relating to any credit facility availed of/to be availed of by the credit cardholder and (c) default, if any, committed by the credit cardholder in discharge of the credit cardholder's obligation, as HSBC may deem appropriate and necessary, to disclose and furnish to Credit Information Companies (CICs) and any other agency authorised in this regard by RBI.
- ii. The credit cardholder undertakes on his/her behalf and on behalf of the add-on cardholder(s) that (a) the Credit Information Companies (CICs) and any other agency so authorised may use, process the said information and data disclosed by HSBC; and (b) the Credit Information Companies (CICs) 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 RBI in this regard. If at the time of application for the credit card, the credit cardholder has agreed to share his name and other contact details for communication of marketing/promotional offers, then the credit cardholder expressly authorises HSBC to use information or data relating to the credit cardholder/Add-on cardholder(s), including credit information, whether provided by the credit cardholder or otherwise, in connection with the offer, sale or distribution of HSBC's products and services to the credit cardholder/add-on cardholder(s). Accordingly, from time to time, HSBC will communicate various features/products/promotional offers which offer significant benefits to its credit cardholders and may use the services of third party agencies to do so. The credit cardholder

should intimate HSBC if he/she does not wish to be informed about such benefits through telephone calls/SMSs. Alternatively, the credit cardholder may enrol in the 'Do Not Call (DNC)' registry.

General

1. In addition to any general right to set-off or other right conferred by law or under any other agreement, HSBC may, without notice, combine or consolidate the outstanding balance on the credit card account with any other account(s) which the credit cardholder may maintain with HSBC and set-off or transfer any money outstanding to the credit of such other account(s), in or towards the satisfaction of the credit cardholder's liability to HSBC under this agreement.
2. The credit cardholder will promptly notify HSBC in writing of any changes in the employment and/or office and/or residential address and telephone numbers of the credit cardholder.
3. In case the credit cardholder fails to notify HSBC of any change in his/her telephone number(s) or the address(es) and this results in HSBC's inability to confirm transactions that appear suspicious, the credit cardholder shall remain liable for any misuse that takes place as a consequence of this inability.
4. The Bank reserves a right to block transactions/allow operations in a newly opened/existing accounts maintained with the Bank, if the account deliverables/welcome letter/welcome pack/bank correspondences not limited to Account statements, etc., are returned undelivered and Bank is unable to contact the Accountholder at the address/contact number provided by them at the time of account opening/updated in Bank records.
5. HSBC India reserves the right to revise policies, features and benefits offered on the credit card and alter these terms and conditions from time to time and may notify the credit cardholder of any such alterations through any of the modes of communication including (but not limited to) monthly statements, by e-mail, posting on HSBC India website, etc. Such changes (other than those which are a result of regulatory requirements) will be made after giving notice of at least one month on a best effort basis. If the change is to the credit cardholder's disadvantage, the credit cardholder may within 60-days of the change being effected and without notice, close his/her credit card account on payment of all the outstanding dues accrued on the credit card but without having to pay any extra charges (in respect to the change made). The credit cardholder will be bound by such alterations unless the credit card is returned to HSBC for cancellation within 60 days period of notification/change.
6. The credit cardholder acknowledges that HSBC is not responsible for any of the services provided by third parties.
7. The credit cardholder can pay his/her dues by account payee cheques, payable to HSBC with the credit card number duly mentioned on the cheque. The credit cardholder will issue separate cheques for separate HSBC Primary Credit Cards held by the credit cardholder. HSBC may exceptionally accept payments in cash not exceeding Indian Rupees fifty thousand only. Any instructions to transfer the excess credit balance in the credit card account to the credit cardholder's savings account or current account may not be carried out.
8. HSBC may accept/act on verbal instructions from the credit cardholder and/or his/her nominated user using HSBC's PhoneBanking service with respect to the operations and/or termination of the credit card account. HSBC shall not be liable for any loss or damage suffered by the credit cardholder in the event that HSBC (in HSBC's absolute discretion) acts in good faith on such instructions.
9. HSBC is authorised to act on any instructions, which HSBC at its sole discretion understands having emanated from the credit cardholder by the use of the credit cardholder's Internet/PhoneBanking PIN, and is not expected to verify the identity of the persons giving these instructions purportedly in the credit cardholder's name. The credit cardholder is expected to safeguard his/her PIN at all times and shall be liable for all transactions/instructions processed by the use or purported use of our Internet/PhoneBanking service and/or the PIN thereof, for whatsoever purpose.
10. The Bank and other members of the HSBC Group are required to and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime ('Financial

Crime Risk Management Activity') and act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to Financial Crime. 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 (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds (c) combining customer information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status (e) share information on a confidential basis with such HSBC Group offices whether located in India or overseas in relation to prevention of Financial Crime.

Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (whether direct or consequential and including, without limitation, loss of profit or interest, however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

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.

For the purpose of the present clause:

'Compliance Obligations' means obligations of the HSBC Group to comply with: (a) laws or international guidance and internal policies or procedures, (b) any demand or request from authorities or reporting, disclosure or other obligations under laws, and (c) laws requiring us to verify the identity of our customers.

'Financial Crime' includes money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/ or any acts or attempts to circumvent or violate any laws relating to these matters.

11. HSBC will not be responsible if any merchant establishment refuses to accept the credit card or is unable to transact on the credit card or levies a surcharge on the credit card. However, the credit cardholder should notify HSBC of this complaint. HSBC is not responsible or liable for any defect or deficiency in respect of goods and services charged to the credit card. Any dispute should be settled directly by the credit cardholder with the merchant establishment and failure to do so will not relieve the credit cardholder of any obligations to HSBC. The existence of a claim or dispute shall not relieve the credit cardholder of his/her obligation to pay all charges and the credit cardholder agrees to pay promptly such charges, notwithstanding any dispute or claim whatsoever. No claim by the credit cardholder against a merchant establishment will be the subject of a set off or counterclaim against HSBC.
12. An e-version of the HSBC Credit Card welcome pack will be sent to your e-mail ID registered with the Bank. If your e-mail ID is not registered with the Bank, you will receive a paper version of the same at the correspondence address registered with the Bank. In case you wish to receive paper version of HSBC Credit Card welcome pack (irrespective of registering your e-mail ID) you can also place a request for the same through HSBC PhoneBanking.

13. The credit cardholder may request and opt to receive the statement on e-mail pursuant to which HSBC will send the Statement in an electronic format to the e-mail ID specified by the credit cardholder. The credit cardholder agrees, confirms and understands that in the event of the credit cardholder opting or requesting to so receive statements vide e-mail on the e-mail ID provided by him/her to HSBC, no physical statement will be sent to the credit cardholder by HSBC. The card member shall forthwith notify HSBC of any change in his/her e-mail ID for receiving statements as stated in the credit card application form. HSBC will be deemed to have delivered the statement to the credit cardholder forthwith upon the same being delivered and HSBC not receiving a delivery failure notification. Should the credit cardholder experience any difficulty in accessing the electronically delivered statement, the credit cardholder shall promptly advise HSBC, to enable HSBC to make the delivery through alternate means. Failure to advise HSBC, of such difficulty within 24 hours after receiving the statement shall serve as an affirmation regarding the acceptance of the statement by the credit cardholder. The credit cardholder confirms that he/she is aware of all security risks involved in receiving the electronically delivered statement. The credit cardholder agrees that he/she shall not hold HSBC, in any way, responsible for the same.
14. In case of no activity/transaction on the credit card and/or if the credit card account has remained inoperational for a period of > 12 months or any such period as deemed fit by HSBC, HSBC may exercise its right to close the concerned inactive card(s), linked additional card(s) issued to family members and the dormant/inoperational credit card account by providing a 30 days' notice.
15. Closure/termination of account :
HSBC may at anytime, by providing a notice of 30 days, terminate and close the credit card and the credit card account of the credit cardholder without assigning any reason for the same.
The credit cardholder specifically acknowledges that once his credit card account is closed, the privileges (including but not limited to all benefits and services accrued reward points not redeemed) of the credit card shall stand withdrawn. Reinstatement of the credit card account is neither automatic

nor attendant and will take place solely at the discretion of HSBC. The credit cardholder also acknowledges that the aforementioned takes precedence over any communication in this context that the credit cardholder might receive during the normal course.

If HSBC exits an arrangements with a co-brand partner of certain credit card(s) or any credit card product proposition, HSBC shall intimate the credit cardholder of the same in advance and provide an option to the credit cardholder, on best effort basis, to switch to an alternate credit card. If the credit cardholder is not contactable or if the credit cardholder's decision is unavailable by the end of a designated period, HSBC shall have the right to convert the current credit card of the credit cardholder to an alternate credit card to avoid any inconvenience to the credit cardholder that may arise due to discontinuance of the concerned credit card/credit card product that the credit cardholder held. If during the transition from one credit card to another, there is no change in terms and conditions, HSBC can exercise its right to convert the existing credit card of the credit cardholder to the new credit card without advance intimation. In either of the cases, switch to alternate credit card product is subject to HSBC's internal credit policy.

16. Amount, if any, lying to the credit of the credit card account shall be returned back to the credit cardholder on the closure/termination of the credit card account, subject to no circumstances arising, which are beyond the control of HSBC.
17. In line with the requirements of the Bank's policy, the Know Your Customer (KYC) documents along with other documentation need to be submitted at the time of opening a new account or as and when requested by the Bank. The Bank reserves a right to allow/restrict operations in a newly opened/ existing accounts maintained with the Bank, if the customer is not able to satisfy the due diligence requirements in line with the Bank's policy.
18. a. Individual Accounts : You are responsible for fulfilling any obligation that you may have with respect to the filing of returns or other required documentation in respect of and the payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate

duties, stamp duties, GST, value added tax and any other applicable taxes. The creation and continued operation of your account and/or the acquisition, holding or disposal of investments or assets in such account, as well as any income, distributions or losses realized in relation to the operation of the account may expose you to tax consequences depending on a number of factors including, but not limited to, your applicable domicile, your place of residence, your citizenship or the type of assets you hold in your account. Certain countries may have tax legislation with extraterritorial effect regardless of your place of domicile, residence or citizenship. The Bank does not provide any legal or tax advice and you should seek legal and/or tax advice from an independent legal and/or tax adviser. You acknowledge and agree that the Bank has no liability in respect of any of your tax obligations and/ or any legal and/or tax advice provided to you by third parties.

- b. Non Individual Accounts: Customer [and each Connected Persons] is responsible for fulfilling its own obligations with respect to the filing of returns or other required documentation in respect of reporting and payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate taxes. The creation and continued operation of the account and/or the acquisition, holding or disposal of investments or assets in such account, as well as any income, distributions or losses realized in relation to the operation of the account may expose you [or any Connected Person] to tax consequences depending on a number of factors including, but not limited to, applicable domicile, place of residence, citizenship, place of incorporation or the type of assets held in the account. Certain countries may have tax legislation with extra-territorial effect regardless of place of domicile, residence, citizenship or incorporation. The Bank does not provide any legal or tax advice and you [and each Connected Person] should seek legal and/or tax advice from an independent legal and/or tax adviser. You acknowledge and agree that the Bank has no liability in respect of any of your tax obligations [or

those of any Connected Persons] and/or any legal and/or tax advice provided to you by third parties.

19. The privileges of the credit card may be withdrawn and the credit card may be placed on hold or suspended by HSBC, including but not limited to the occurrence of an Event of Default (in its absolute discretion without assigning any reason therefore by giving a notice of 30 days to the credit cardholder) either temporarily or permanently.
- Notice for withdrawal of privileges, placing on hold or suspension either temporarily or permanently or closure of the credit card and the credit card account shall be deemed to be given when a notice is issued to the last address of the credit cardholder known to HSBC in the ordinary course of post/courier service. HSBC shall not be held accountable for delays/ non-receipt of such notice in the post/courier service.
20. Your HSBC Credit Card transactions outside India must be made strictly in accordance with Exchange Control Regulations of the Reserve Bank of India. Kindly note that a cardholder resident in India is notified that collecting and effecting/remitting payments directly/ indirectly outside India in any form towards overseas foreign exchange trading through electronic/internet trading portals is prohibited and a cardholder making such transactions would make himself/herself/themselves liable to be proceeded against with for contravention of the Foreign Exchange Management Act (FEMA), 1999 besides being liable for violation of regulations relating to Know Your Customer (KYC) norms/Anti Money Laundering (AML) standards. Any violation of the Exchange Control Regulations arising out of utilisation of this HSBC Credit Card is the responsibility of the individual HSBC Credit Cardholder.

If the Bank comes across any prohibited transaction undertaken by the cardholder vide credit card or online banking, the Bank will immediately close the card and the matter will be reported to the Reserve Bank of India. 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 that

the onus of ensuring compliance with the regulations is with the holder of the international credit card.

Termination

1. The credit cardholder may terminate the HSBC Gold Credit Card at any time by written notice to HSBC accompanied by the return of the credit card and any additional credit cards cut into several pieces and full clearance of all the outstanding. In case of an additional credit card, the usage of the additional credit card may be discontinued by written notice to HSBC by the credit cardholder. The credit cardholder should destroy the additional credit card by cutting it into several pieces through the magnetic stripe.
2. HSBC may at its discretion recall the outstanding amount on the HSBC Gold Credit Card(s)/add-on credit card(s) without assigning any reason thereof. In the event of HSBC recalling the entire outstanding amount, HSBC shall give reasonable notice in writing for paying the entire outstanding amount, at the last known address of the credit cardholder.
3. Notwithstanding anything to the contrary stated elsewhere in these terms and conditions, HSBC may at its discretion, without notice to the credit cardholder, cancel the limit granted on the credit card account or credit card/add-on credit card(s) without assigning any reason thereof. In the event HSBC cancels the limit granted on the credit card account or credit card/add-on credit card(s) in terms of this clause, HSBC shall intimate the credit cardholder on such cancellation.
4. The whole of the outstanding balance on the credit card account, together with the amount of any outstanding credit card transactions effected but not yet charged to the credit card account, will become immediately due and payable in full to HSBC on suspension/termination of the HSBC Gold Credit Card for whatever reasons or on the insolvency or death of the credit cardholder. HSBC will become entitled to recover the outstanding dues together with all expenses, legal fees, finance charges and interest from the estate of the credit cardholder on his death, without prejudice to its rights to continue to charge the finance charges and other charges at prevailing rates till the dues are settled.
5. Any intimation given by HSBC hereunder will be deemed to have been received by the credit cardholder within 10 days of posting on the address last notified in writing to HSBC.
6. Closure of the credit card may entail withdrawal of all the facilities provided through use of the credit card and/or the credit card number.
7. Inactive accounts
 - a) The privileges of the credit card may be withdrawn and the credit card cancelled by HSBC at any time, including on the occurrence of an Event of Default (at its absolute discretion and without giving notice thereof to the credit cardholder or assigning any reason therefor) either temporarily or permanently.
 - b) In case of temporary withdrawal of the credit card, the privileges of the credit card membership may be reinstated by HSBC at its discretion but will be considered as a fresh credit card membership. In case of a permanent withdrawal, HSBC may refuse to readmit a credit cardholder permanently. However, it is made distinctly clear that withdrawal (whether temporary or permanent) shall constitute cessation of card membership altogether until the credit cardholder is re-admitted. In case the charge facilities are at any time withdrawn (whether temporarily or permanently) the same shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to credit card membership. Credit card membership may be withdrawn and account closed at any time without reference to the validity period embossed on the credit card. Further, HSBC may also restrict, terminate or suspend the use of the credit cardholder's account at any time without prior notice, if HSBC reasonably believes it necessary for business or security reasons.
 - c) Use of the credit card after notice of withdrawal of its privileges is fraudulent and subjects the credit cardholder to legal proceedings.
 - d) Notice of withdrawal or request to surrender shall be deemed given when a notice posted to the last address of the credit cardholder known to HSBC would have been received in the ordinary course of post/courier

service. HSBC shall not be held accountable for delays/non-receipt of such withdrawal notices in the post/courier service. Notice of withdrawal may also be deemed given by an oral or written request made by a merchant establishment on behalf of HSBC.

- e) Subject to verification, the credit cardholder can terminate the card membership/terms and conditions at any time by writing to HSBC or intimating the request for closure to 24-Hour PhoneBanking service.
- f) Upon termination of credit card membership of the credit cardholder for any reason whatsoever, whether at the instance of the credit cardholder or HSBC, the credit cardholder shall remain liable for all charges incurred by the use of the credit card. The credit cardholder acknowledges and agrees (subject to any default or other notice required by law) to immediately pay to HSBC the total outstanding balance on the credit card/the account, including without limitation all amounts due to HSBC under the terms and conditions (including all transactions and other amounts not yet charged to the credit card/the Account). It is expressly understood that the account will not be considered as closed by the Bank until the credit cardholder has paid all such due amounts.
- g) The credit cardholder specifically acknowledges that once his account is closed, the privileges (including but not limited to all benefits, services and accrued reward points not redeemed) of the credit card stand withdrawn, reinstatement of the same is neither automatic nor attendant and will take place solely at the discretion of HSBC. The credit cardholder also acknowledges that the aforementioned takes precedence over any communication in this context that the credit cardholder might receive during the normal course.

Events of Default

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

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

The credit cardholder understands that HSBC may conduct periodic reviews of the account based on the credit cardholder's payment patterns and/or based on HSBC's policy and discretion. HSBC reserves its right to reduce the credit limit without any prior notice or intimation. In such an event, the credit cardholder will be informed about the revised credit limit. Usage of the credit card shall be deemed as acceptance of the credit limit granted from time to time.

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

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

3. Non-payment/delay in payment of dues: Non-payment or delay in payment of any dues payable on the credit card and/or in payment of any other amounts (including but not limited to rewrites/settlements) or any part thereof due and payable to HSBC in terms of these terms and conditions and in case such dues or other amount remains unpaid for thirty (30) days from the due date thereof.
4. Non-performance of covenants: Breach or non-performance of any other

covenants, conditions or agreements on the part of the credit cardholder under these terms and conditions.

5. Supply of misleading information: Furnishing of false, misleading or incorrect information in any material respect by the credit cardholder to HSBC in the credit card application or otherwise.
6. Failure to furnish information/documents: Failure to furnish any information and/or documents required by HSBC by the credit cardholder.
7. Non-payment/non-delivery of cheque(s)/other payment mechanism: If a cheque in respect of any monthly due or other payment is dishonoured or if a cheque/NACH/SI in respect of any payment is not paid on the due date thereof or if a cheque/NACH in respect of any payment is not paid on the due date thereof.
8. Death of the credit cardholder.
9. Default on other loans/facilities
If the credit cardholder defaults or commits any breach of any terms, covenants and conditions of any loans/facilities provided by HSBC or any other banks, financial institutions or other persons, to the credit cardholder.
10. Insolvency
If the credit cardholder commits an act of insolvency or makes an application for declaring himself an insolvent or an order of insolvency is passed against the credit cardholder.
11. Material Adverse Change
There occurs any material adverse change in the financial condition of the credit cardholder or any other event or circumstance, which in the sole opinion of HSBC prejudicially affects the Bank's interest.
12. Involvement in civil litigation and criminal offence
In case the credit cardholder is involved in any civil litigation or commits any criminal offence or if proceedings by any statutory authority/court of law for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are initiated against the credit cardholder; or
13. The credit cardholder commits any act which in the sole opinion of HSBC

jeopardises HSBC's interest.

14. Default incurred with any other bank or financial institution
Without prejudice to any other rights, HSBC may have under these terms and conditions, on the occurrence of an Event of Default, the credit cardholder shall be sent reminders from time to time by HSBC or any agency/ies appointed by HSBC for settlement of any outstanding dues on the account or for taking any remedial action on the account/credit cardholder, by visits (of representatives of HSBC/third parties appointed by HSBC in this regard), post, fax, telephone, e-mail and SMS/text messaging. In case the credit cardholder commits any of the aforesaid Event of Default, then notwithstanding anything to the contrary herein contained or in any other agreement, document or instrument between the credit cardholder and HSBC, HSBC shall be entitled at its absolute discretion to inter alia:
 - Call upon the credit cardholder to immediately pay the entire outstanding balance on the credit card together with interest and all sums payable thereunder to HSBC under these terms and conditions and/or any other agreements, documents or instruments executed by and between the credit cardholder and the Bank
 - Exercise HSBC's right of lien and set-off all monies and accounts standing in the credit cardholder's name in HSBC. HSBC, at any time and without notice, will have lien and the right to set-off on all monies belonging to the credit cardholder and/or add-on credit cardholder standing to their credit in any account/custody of HSBC, if upon demand by HSBC, the balance amount on the credit card account is not repaid within the prescribed time
 - Without prejudice to the above, HSBC shall have the right to proceed against the credit cardholder independent of any right of lien/set-off to recover the outstanding dues from the credit cardholder
 - If any dues or outstanding payable by the credit cardholder to HSBC hereunder remains due and payable for a period of 7 (seven) consecutive months or more, the credit cardholder shall be reported as a 'willful defaulter' with the RBI or any other authority

Balance Transfer Perpetual Terms and Conditions

1. This Balance Transfer Perpetual offer is brought to you by The Hongkong and Shanghai Banking Corporation Limited, India (HSBC) and any participation in the said offer is voluntary. This offer is applicable to only select HSBC Credit Cardholders (hereinafter referred to as the 'Cardholder').
2. On availing the Balance Transfer Perpetual the interest rate ranging from 1% p.m. to 1.2% p.m. is applicable till the entire transferred balance is paid off, with there being no pre-defined term, subject to a minimum amount of ₹5,000 being transferred from any other bank credit card account to the HSBC Credit Card (Balance Transfer Perpetual Offer/Offer).
3. The minimum amount that can be transferred from any other bank credit card account to the HSBC Credit Card is ₹5,000.
4. The Cardholders can choose from any of the following Balance Transfer options:
 - [The applicable interest rates range from 1% p.m. to 1.2% p.m.]
5. A Balance Transfer Perpetual transaction will first utilise the available cash limit before blocking the purchase limit. For example, say the credit card account has a total available limit of ₹100,000 and available cash limit of ₹40,000. In case of a Balance Transfer transaction of ₹60,000, the entire cash limit of ₹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 ₹20,000.
6. The maximum amount that can be transferred from other bank credit cards to the Cardholder's HSBC Credit Card is subject to 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.
7. The balance transferred will also be included for computing the minimum payment due, as mentioned on the credit card statement from HSBC.
8. To avail of the Balance Transfer Perpetual facility, HSBC may request the Cardholder to submit a copy of your latest other bank credit card statement.
9. The other bank credit 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 credit card from the other bank before approving the BT request.
10. HSBC shall send the demand draft favouring the other credit card account for the approved transfer amount to the Cardholder's mailing address.
11. If the amount (as mentioned in the verbal or written application form) to be transferred to the HSBC Credit Card exceeds the maximum eligibility of the available credit limit on the date of acceptance by HSBC, HSBC will automatically transfer only an amount equal to the customer's eligibility.
12. 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.
13. 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 till the entire transferred balance is paid off. 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.
14. Kindly note that according to the new payment hierarchy effective 5 August 2013, the payments will first be apportioned to the extent of Minimum payment due, first by the following 'plans' i.e. EMI, cash advances, purchase outstanding and Balance Transfer in descending order

of interest rates, and within a given 'plan', the payment will be allocated in a pre-defined order of (1) service charges, (2) finance charges, (3) late payment charges, (4) annual fee and (5) other fees.

15. In the event a Cardholder transfers different amounts under different balance transfer options, the repayment will be allocated to the Balance Transfers in increasing order of the interest rates i.e. the repayment will be apportioned first to the lowest interest BT for the Cardholder.
16. In case a Cardholder has availed of two or more separate Balance Transfers of the same tenure, the repayment will be allocated in the same sequence that the Balance Transfers have been applied for.
17. 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.
18. 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 cheques.
19. This facility cannot be availed of to transfer balance from another HSBC Credit Card.
20. HSBC reserves the right to decline any Balance Transfer request.
21. In case the Cardholder wants to apply for two Balance Transfers on the same other bank credit card, the subsequent request will be processed only 8 days after the previous BT request.
22. 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.
23. HSBC reserves the right at anytime 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 Balance Transfer Perpetual facility at anytime during the

pendency of the facility, foreclose the loan and debit the entire outstanding amount to the credit card.

24. This Balance Transfer Perpetual offer is subject to force majeure events.
25. Tax liability, if any, will be borne by the customer.
26. Disputes, if any, arising out of or in connection with or as a result of above offer or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts/tribunals in Mumbai only.
27. By participating in this offer, the customers shall be deemed to have accepted all the aforementioned terms and conditions in totality.

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 ₹5,000.
3. The cardholders can choose from multiple tenure options from 6 months, 12 months, 18 months and 24 months.
4. The Equated Monthly Instalment (EMI) amount will be billed to the credit card every month on your statement date. Balance Transfer transaction will block the available credit limit on the cardholder's credit card upto the amount of Balance Transfer on-EMI availed including applicable charges and GST.
5. The maximum amount that can be transferred from other bank credit cards to the cardholder's HSBC Credit Card is upto 90% of the credit limit on the cardholder's HSBC Credit Card subject to available balance as on the date of approval of the cardholder's application. If the amount to be transferred to the HSBC Credit Card exceeds 90% of the credit limit on the date of acceptance by HSBC, HSBC will not be able to process the request and the same will be intimated to the customer.

6. 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.
7. 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 Balance Transfer 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 only Minimum Amount Due (as defined above) is paid, 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.
7. Please note that the payment made will be apportioned as per the payment hierarchy. 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.
8. Kindly note that according to the new payment hierarchy effective from 5 August 2013, the payments will first be apportioned to the extent of minimum payment due, first by the following 'plans' i.e. EMI, Cash advances, purchase outstanding and Balance Transfer in descending order of interest rates and within a given 'plan', the payment will be allocated in a predefined order of (1) Service charges, (2) Finance charges, (3) Late payment charges, (4) Annual fee and (5) Other fees.
9. 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.
10. HSBC reserves the right to decline or reduce the amount of any Balance Transfer request.
11. You can transfer balances from more than one other bank credit under the same or different Balance Transfer options, within this limit. The Balance Transfer transaction will block the available credit limit on the cardholder's credit card upto the amount of BT-on-EMI availed of, including applicable charges and GST.
12. 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. To avail of the Balance Transfer facility, HSBC may request the cardholder to submit a copy of his/her latest other bank credit card statement.
13. The other bank credit card from which the balance is to be transferred to the HSBC Credit Card must be non-delinquent and current. HSBC will conduct a 'dummy authorisation for ₹1,000.00' on the other bank credit card. If the authorisation is successful, Balance Transfer transaction will be

As an illustration:

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

Scenario I:

- Amount paid = ₹1,200
 - Amount outstanding = Total payment due – Amount paid = ₹1,800
- Finance charges at the applicable rate will apply on ₹1,800 in the next billing cycle.

Scenario II:

- Amount paid = ₹3,000
 - Amount outstanding = 0
- No finance charges will apply.

approved subject to regular Balance Transfer approval conditions. HSBC shall send the demand draft favouring the other bank credit card account for the approved transfer amount to the cardholder's mailing address.

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. In the event a cardholder transfers different amounts under different balance transfer options, the repayment will be allocated to the BTs in decreasing order of the interest rates i.e. the repayment will be apportioned first to the highest interest BT for the cardholder.
16. In case a cardholder has availed of 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.
17. 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.
18. 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.
19. This facility cannot be availed of to transfer balance from another HSBC Credit Card.
20. 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.
21. 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.
22. 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.

General Terms and Conditions for all Balance Transfers-on-EMI

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 ₹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, the payments will first be apportioned to the extent of minimum payment due, first by the following 'plans' i.e. EMI, cash advances, purchase outstanding and balance transfer in descending order of interest rates and within a given 'plan', the payment will be allocated in a predefined order of (1) Service charges, (2) Finance charges, (3) Late payment charges, (4) Annual fee and (5) Other fees. In case of Balance Transfer-on-EMI, the EMI 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.
6. No request for change in card franchisee (Visa/MasterCard®) will be entertained during the entire loan period.
7. 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.

8. Nothing contained in this scheme shall be construed as an obligation on HSBC to continue the scheme after the scheme termination date.
9. 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.
10. 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.
11. All existing guidelines/rules related to Balance Transfer including approval of Balance Transfer will be applicable. In case of any contradiction between these terms and conditions and the existing guidelines/rules, these terms and conditions shall prevail at all times.
12. All and any disputes arising from the Balance Transfer-on-EMI facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.
13. 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.
14. In case of all such HSBC Credit Card accounts availing of and being under NEFT, the funds will be directly credited to the other credit card issuing company.
15. It is stipulated that BT processed through NEFT cannot be reversed, once the request has been processed and the amount has been credited to the other credit card issuing company by use of this facility. The cardholder using NEFT facility accordingly confirms and agrees to this condition while opting for and choosing NEFT facility for availing of benefits under BT.

Loan on Phone

1. The Loan on Phone offer is applicable only to select HSBC Gold Credit Cardholders. To check your eligibility, please contact the HSBC's PhoneBanking Officers.
2. Loan on Phone (LOP) is a facility by which the credit cardholder can make purchases on the Gold Credit Card and then convert the purchase amount into instalments. The credit cardholder can make the purchase at any merchant establishment and pursuant to the purchase get the transaction converted into an LOP. The LOP will not get processed, if there has been a reversal of the transaction or a chargeback dispute towards the said purchase transaction.
3. LOP facility can be offered only within 15 calendar days of the purchase transaction.
4. A 2% processing fee will be applicable subject to a minimum of ₹100. This will reflect along with the first Equated Monthly Instalment (EMI) amount on the credit card statement.
5. The loan will be offered for a maximum tenure of 24 months with slabs of 6, 12, 18 and 24 months.
6. The value of the transaction should be greater than ₹2,000 to be eligible for conversion to a LOP. Other debit transactions like cash withdrawals and card fees will not be eligible for this facility. The EMI amount will be billed to the credit card every month on the same date as the first instalment date.
7. Minimum payment due: The LOP EMI due for the month is included as part of the minimum payment due appearing in the credit cardholder's monthly statement. The minimum payment due appearing on the credit cardholder's monthly statement is calculated as a percentage of the total outstanding retail balance + Monthly EMI due on LOP EMI. Non-payment of the entire total payment due on the credit card by the payment due date will result in the levy of standard credit card interest rates on the balance outstanding if minimum payment due (as defined above) is paid only, the

standard credit card interest rates will be levied to the balance outstanding. However, if such partial payments do not cover the amount of EMI for the month, the balance EMI would also be subject to the applicable finance charge (including the late payment fee).

As an illustration:

- 12-month LOP facility availed of under LOP facility = ₹10,750
- LOP instalment for the month = ₹1,000
- Other outstanding balances = ₹2,000
- Total payment due for the month = ₹3,000
- Minimum payment due = $(5\% \times ₹2,000) + ₹1,000 = ₹1,100$

Scenario I:

- Amount paid = ₹1,200
 - Amount outstanding = Total payment due – Amount paid = ₹1,800
- Finance charges at the applicable rate will apply on ₹1,800 in the next billing cycle

Scenario II:

- Amount paid = ₹3,000
- Amount outstanding = 0

No finance charges will apply

8. Kindly note that according to the new payment hierarchy, the credit cardholders' payments will first be apportioned to fees and charges, outstanding on Balance Transfer, cash advances and purchase transactions in that order. Also note that the LOP EMIs will be treated as purchase outstanding for the purpose of payment apportionment. EMI payable towards LOP EMI will be set off first before any payment is apportioned towards other outstanding. Please note 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 applicable interest charged on the said amount.
9. 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 ₹250.
10. If the credit cardholder defaults on payment of any of the EMIs, HSBC

reserves the right to foreclose the LOP outstanding and debit the entire outstanding amount.

11. If the credit 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.
12. HSBC reserves the right to foreclose the loan and debit the entire outstanding amount, if the earlier payments are overdue.
13. Any LOP requests by add-on cardholders will be billed to the primary credit card.
14. No request for change in card franchisee (Visa/MasterCard®) will be entertained during the entire tenure of LOP.
15. No request for changes in the billing cycle shall be entertained during the entire tenure of LOP. The loan tenure is defined as the loan tenure selected by the credit cardholder at the time of request.
16. Nothing contained in this facility shall be construed as an obligation on HSBC to continue the LOP facility after the facility termination date.
17. HSBC reserves the right at any time without previous notice to add, alter, modify, change or vary all or any of these terms and conditions or to replace, wholly or in part, this facility by another facility, whether similar to this facility or not, or to withdraw it altogether. HSBC may at its discretion discontinue the LOP facility at any time during the pendency of the facility, foreclose the loan and debit the entire outstanding amount to the credit card.
18. The credit cardholder will not hold HSBC responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that a credit cardholder may suffer, sustain or incur by way of this LOP facility.
19. All and any disputes arising from the LOP facility shall be subject to the exclusive jurisdiction of the courts of Mumbai. The terms of this offer shall be in addition to and not in derogation of the terms contained in the terms and conditions for card usage. This offer is by way of a special facility for select credit cardholders and nothing contained herein shall prejudice or affect these terms and conditions.

¹For details on the applicable interest rate and processing fee, please visit www.hsbc.co.in or contact our HSBC's PhoneBanking Officers¹.

Cash-on-EMI

1. The Cash-on-EMI facility allows the cardholder to avail of the Cash Advance facility on his/her HSBC Credit Card (Card) and repay the same in Equated Monthly Instalments (EMI). This facility will be available to select HSBC Gold Credit Cardholders. The availment/use of the Cash-on-EMI facility will be deemed to be unconditional acceptance of the terms and conditions and the cardholder will be bound by the same. To check your eligibility, please contact the HSBC's PhoneBanking Officers. This offer is applicable to HSBC Credit Cardholders.
2. The Cash-on-EMI amount will be provided in the form of an Indian Rupee cashier order issued or by transfer of funds via National Electronic Funds Transfer (NEFT) facility by debit to the cardholder's account. The cashier order may be payable to self or to a third party.
3. Cashier orders issued for Cash-on-EMI are valid for the period mentioned on the cashier order. If the Cashier Order issued, is not presented for encashment within the said period, the same will be cancelled.
4.
 - a. Cardholders also have an option to receive the Cash-on-EMI amount credit to their resident savings/current account with HSBC by transfer of funds via NEFT to other bank accounts. In such cases, the recipient account should belong to the cardholder as a Resident Individual or Resident Joint (either or survivor) account. It is the sole responsibility of the cardholder to provide an accurate and valid HSBC/other bank account number accordingly.
 - b. It is stipulated that Cash-on-EMI processed through NEFT cannot be reversed, once the request has been processed and the amount has been credited to the other bank account by use of this facility. The cardholder using NEFT facility accordingly confirms and agrees to this condition while opting for and choosing NEFT facility for availing of benefits under Cash-on-EMI.
 - c. If the NEFT request is rejected for any reason, HSBC will arrange to

send the facility in the form of a cashier order in INR.

5. The proceeds of the Cash-on-EMI facility cannot however be used for the purpose of investment in equity shares, convertible bonds and debentures and units of equity oriented mutual funds.
6. The amount of cash advance disbursed will be at the sole discretion of HSBC. The minimum amount eligible for the Cash-on-EMI facility will be ₹5,000.
7. The cashier order will be dispatched to the cardholder's mailing address on record. HSBC shall not be liable for any direct or consequential loss or damage suffered by the cardholder on account of any delay in receipt of the cashier order by the cardholder.
8. The Cash-on-EMI tenure applicable to your loan is as mentioned on the payment advice sent with the cashier order or the e-mail/SMS sent in case of NEFT transfer.
9. A processing fee of 2% to 3% (subject to minimum ₹200) will be applicable on the amount of each cash advance transaction availed of under the Cash-on-EMI facility. This will reflect along with the first EMI amount on the Card statement. The annual rate of interest applicable to your loan is as mentioned on the payment advice sent with the cashier order.
10. 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 ₹250.
11. The credit limit on the Card account will be reduced to the extent of the principal amount of the Cash-on-EMI availed of and will be released as and when EMIs are billed and paid for in the subsequent months.
12. The first EMI will be reflected in the card statement generated on the subsequent billing date. The subsequent EMI amount will be billed to the Card account every month on the same date as the first EMI date.
13. Minimum amount due: The Cash-on-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 + any other EMI due + Monthly EMI due on Cash-on-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 only the minimum amount due (as defined above) is paid, 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 also be levied.

Illustration:

- 12-month cash advance availed of under Cash-on-EMI facility = ₹10,750
- Cash-on-EMI instalment for the month = ₹1,000
- Other outstanding balances = ₹2,000
- Total payment due for the month = ₹3,000
- Minimum payment due = $(5\% \times ₹2,000) + ₹1,000 = ₹1,100$

Scenario I:

- Amount paid = ₹1,200
 - Amount outstanding = Total payment due – Amount paid = ₹1,800
- Finance Charges at the applicable rate will apply on ₹1,800 in the next billing cycle.

Scenario II:

- Amount paid = ₹3,000
 - Amount rolled over = 0
- No finance charges will apply.

14. Kindly note that according to the new payment hierarchy, the cardholders payments will first be apportioned to fees and charges, outstanding on Balance Transfer, cash advances and purchase transactions in that order. Also note that the Cash-on-EMI instalments will be treated as purchase outstanding for the purpose of payment apportionment. EMI payable towards Cash-on-EMI will be set off first before any payment is apportioned towards other outstanding. Please note, 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 the standard interest charged on the said amount.

15. If the cardholder defaults on payment of any of the EMIs, HSBC reserves the right to foreclose the Cash-on-EMI outstanding and debit the entire outstanding amount.
16. Payments made in excess of the Card outstanding will not automatically be adjusted against unbilled EMIs and will hence, not result in prepayment of the Cash-on-EMI facility. To pre-close the Cash-on-EMI facility, the cardholders should contact HSBC PhoneBanking.
17. If the cardholder closes his Card before all applicable EMIs are posted to the Card account, the outstanding Cash-on-EMI amount will be debited to the Card account as one consolidated amount.
18. Requests for change in Card franchisee (Visa/MasterCard®) shall not be entertained during the tenure of the Cash-on-EMI facility.
19. No request for changes in the billing cycle shall be entertained during the tenure of the Cash-on-EMI facility.
20. HSBC reserves the absolute right to add, alter, modify, change or vary all or any of these terms and conditions or to replace, wholly or in part, this scheme by another scheme, whether similar to this scheme or not, or to withdraw it altogether, at any time without any prior notice. HSBC may at its discretion discontinue the Cash-on-EMI facility at any time during the pendency of the facility, foreclose the loan and debit the entire outstanding amount to the credit card.
21. Cardholders 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 availing of the Cash-on-EMI facility.
22. All disputes arising from the Cash-on-EMI facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.
23. The terms of this offer shall be in addition to and not in derogation of the other terms contained in the terms and conditions for card usage. 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 terms and conditions for card usage. The words and expressions used herein shall have the same meaning as in the terms and conditions for card usage.

This offer is by way of a special facility for select credit cardholders and nothing contained herein shall prejudice or affect these terms and conditions.

For details on the applicable interest rate and processing fee, please visit www.hsbc.co.in or contact our HSBC's PhoneBanking Officers'.

Balance Conversion

1. Cardholders can convert the retail outstanding balance on the HSBC Credit Card into loan and pay back in instalments (hereinafter referred to as 'Offer' or 'Balcon' or 'Balance Conversion').
2. Any participation is voluntary. This offer is applicable to only selected HSBC Credit Cardholders (hereinafter referred to as the 'cardholder'). To check your eligibility, please contact the HSBC's PhoneBanking Officers.
3. In Balcon, the cardholder can convert the retail outstanding balance, due to HSBC, either billed or unbilled by request.
4. Balcon can be offered only on the outstanding balance on the day of request and will not be applicable to balance for which the payment has been made and/or credit received on the said card account.
 - a. If the cardholder uses his card for further purchases, the amount requested on the day of the request will be considered and processed. The conversion will not be applicable for further purchases made on the card.
 - b. If the cardholder makes a part payment on his outstanding balance, post placing a Balance Conversion request to HSBC, the conversion will be processed for the outstanding balance as applicable, post the payment or credit subject to the maximum amount on the day of request.
5. The value of the balance being converted should be greater than ₹5,000 to be eligible for Balance Conversion.
6. The annual rate of interest charged and the processing fees will be communicated at the time of the conversion being requested. The interest rate and the processing fees communicated at the time of accepting the Balance Conversion request will be charged for all accepted requests. The processing fee will reflect along with the first Equated Monthly Instalment (EMI) amount on the card statement.
7. The Balance Conversion will be offered for a maximum tenure of 12 months with slabs of 3, 6 and 12 months.
8. HSBC reserves the right to decline the request taken for Balance Conversion if the same does not meet the HSBC's internal guidelines at the time of booking the same.
9. The EMI amount will be billed to the credit card every month on the same date as the first instalment date.
10. The Balance Conversion EMI due for the month is included as part of the minimum amount due appearing in the cardholder's monthly statement.
11. The 'Minimum amount due' appearing on the cardholder's monthly statement is calculated as a percentage of the total outstanding retail balance plus Monthly EMI due on Balance Conversion. 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 only the minimum amount due is paid, then 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 will also be subject to standard finance charge (including the late payment fee).

As an illustration:

- 12-month Balance Conversion availed of under Balcon facility = ₹10,750
- Other outstanding balances = ₹2,000
- Balcon instalment for the month = ₹1,000
- Total payment due for the month = ₹3,000
- Minimum payment due = $(5\% \times ₹2,000) + ₹1,000 = ₹1,100$

Scenario I:

- Amount paid = ₹1,200
- Amount outstanding = Total payment due - Amount paid = ₹1,800

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

Scenario II:

- Amount paid = ₹3,000
- Amount outstanding = 0

No finance charges will apply.

- Kindly note that according to the payment hierarchy, the cardholders payments will first be apportioned to fees and charges, outstanding on Balance Transfer (BT), cash advances and purchase transactions in that order. Also note that the Balcon EMI instalments will be treated as purchase outstanding for the purpose of payment apportionment. EMI payable towards Balance Conversion 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.
- If the cardholder has signed up for a Standing Instruction (SI) to automatically settle the credit card outstanding (minimum amount due or total amount due or a % of total amount due) by a debit to his/her current/savings account, a new SI has to be submitted. The current SI signed up for may not cover monthly EMI due towards LOP, Cash-on-EMI, Balance Transfer-on-EMI and hence, the need to resubmit a new SI. Cardholders have to arrange for making payments against the credit card outstanding (including EMIs) by the payment due dates, till such time new SI is activated on their account.
- 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 ₹250.
- If the cardholder defaults on payment of any of the EMIs, HSBC reserves the right to foreclose the Balance Conversion outstanding and debit the entire outstanding amount.

- If the cardholder request for closure of his credit card before all instalments has been posted, the outstanding loan amount will be debited to the credit card account as one consolidated amount. The credit card will be closed post payment of complete outstanding on the credit card.
- HSBC reserves the right to foreclose the Balcon and debit the entire outstanding amount, if the earlier payments are overdue.
- Any Balcon requests by add-on cardholders will be billed to the primary card.
- No request for change in card franchisee (Visa/MasterCard®) will be entertained during the Balcon tenure.
- No request for changes in the billing cycle shall be entertained during the Balcon tenure.
- Nothing contained in this scheme shall be construed as an obligation on HSBC to continue the offer after the termination date.
- HSBC reserves the right at any time without prior notice to add, alter, modify, change or vary all or any of these terms and conditions or to replace, wholly or in part, this offer by another offer, whether similar to this offer or not, or to withdraw it altogether. HSBC may at its discretion discontinue the Balance Conversion Offer at any time during the pendency of the Offer, foreclose the loan and debit the entire outstanding amount to the credit card.
- The cardholder will not hold HSBC responsible 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 facility.
- All and any disputes arising from the Balance Conversion shall be subject to the exclusive jurisdiction of the courts of Mumbai only.

The terms of this Offer shall be in addition to and not in derogation to the terms contained in the terms and conditions for card usage. This Offer is for select cardholders and nothing contained herein shall prejudice or affect the terms and conditions of the terms and conditions for card usage.

Instant EMI

- This offer of 'Instant EMI' facility is brought to you by The Hongkong and

Shanghai Banking Corporation Limited, India (HSBC) and any participation is voluntary. This offer is applicable to HSBC Credit Cardholders. To check your eligibility, please contact the HSBC's PhoneBanking Officers.

2. Instant EMI is a facility by which the cardholder can make purchases on the HSBC Credit Card and then convert the purchase amount into instalments. The cardholder can make the purchase at select merchant establishment and get the transaction converted into an Instant EMI.
3. Instant EMI facility is available at select merchants only and additions/deletions may be made to the list without any prior notice to the cardholder.
4. The Instant EMI facility is subject to final approval from HSBC and the customer notes that in certain exceptional circumstances including but not limited to customers, card going delinquent, blocked, etc., between the time of purchase and settlement by the Bank, the EMI facility may be rescinded, post the transaction approval.
5. The value of the transaction should be greater than ₹2,000 to be eligible for conversion to an Instant EMI. Other debit transactions like cash withdrawals and card fees will not be eligible for this facility.
6. The rate of interest and processing fees applicable will be charged as mentioned on the consent form signed by the cardholder at the time of placing the request for conversion of transaction into Instant EMI.
7. The tenure of the loan will be chosen by the cardholder at the time of placing the request for Instant EMI from the available options. The tenure chosen by the cardholder will be mentioned on the consent receipt and cannot be changed at a later stage.
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 Instant EMI instalment 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 plus Monthly EMI due on Instant 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 Instant EMI facility availed = ₹10,750
- Other outstanding balances = ₹2,000
- Instant EMI instalment for the month = ₹1,000
- Other outstanding balances = ₹2,000
- Total payment due for the month = ₹3,000
- Minimum payment due = $(5\% \times ₹2,000) + ₹1,000 = ₹1,100$

Scenario I:

- Amount paid = ₹1,200
- Amount outstanding = Total payment due - Amount paid = ₹1,800

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

Scenario II:

- Amount paid = ₹3,000
- Amount outstanding = 0

No finance charges will apply.

10. Kindly note that according to the payment hierarchy, the cardholders payments will first be apportioned to fees and charges, outstanding on Balance Transfer, cash advances and purchase transactions in that order. Also note that the Instant EMI instalments will be treated as purchase outstanding for the purpose of payment apportionment. EMI payable towards Instant 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 ₹250.
12. In an event the cardholder cancels a transaction (purchase) post its conversion to Instant EMI option, a charge of 1% of the transaction amount subject to minimum of ₹150 will be levied.
13. If the cardholder defaults on payment of any of the EMIs, HSBC reserves the right to foreclose the Instant EMI outstanding and debit the entire outstanding amount.
14. 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.
15. HSBC reserves the right to foreclose the loan and debit the entire outstanding amount if the earlier payments are overdue.
16. Any Instant EMI requests by add-on cardholders will be billed to the primary card. And such requests shall be binding upon the primary cardholder and the primary and add-on cardholders shall be jointly and severally liable for the transaction and for availing of this facility.
17. No request for change in card franchisee (Visa/MasterCard®) will be entertained during the entire loan period.
18. 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.
19. Nothing contained in this scheme shall be construed as an obligation on HSBC to continue the scheme after the scheme termination date.
20. HSBC reserves the right at any time without prior 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 Instant

EMI facility at any time during the pendency of the facility, foreclose the loan and debit the entire outstanding amount to the credit card.

21. The cardholder will not hold HSBC responsible 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.
22. All and any disputes arising from the Instant EMI facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.
23. The terms of this offer shall be in addition to and not in derogation of the terms contained in the terms and conditions for card usage. 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 terms and conditions for card usage. The words and expressions used herein shall have the same meaning as in the terms and conditions for card usage.

Most Important Terms and Conditions and Tariff Sheet

To get the complete version, please visit www.hsbc.co.in

1. Fees and Charges

a. Annual membership fees

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. Current charges are mentioned in the tariff sheet given below.

b. Cash advance fees

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

c. Service charges levied for certain transactions

- Fees and charges, as may be applicable from time to time, are payable by the cardholders for specific services provided to the cardholder or for defaults committed by the cardholder with reference to his/her card account
- Tariff structure is subject to change from time to time at the sole discretion of HSBC. Such changes will be made with prospective effect giving notice of at least one month
- Please be advised that applicable Indirect Taxes including GST would be recovered on all our fees and charges and any other amount liable

to tax under prevailing Indirect Tax

- Late payment charge will be applicable, if minimum payment due is not paid by the payment due date
- Overlimit charges is applicable in the event of total outstandings exceeding the credit limit assigned

Tariff sheet

Standard joining fees Gold/Classic	Nil
Standard annual fees Gold/Classic	Nil
Standard annual fees for add-on card Gold/Classic (w.e.f.10 July 2009)	Nil
Free credit period	upto 52 days
Finance charges on extended credit and cash advances Gold Credit Card	3.3%# per month (39.6%# per annum) computed from the date of transaction (w.e.f.1 July 2012)
Finance charges on extended credit and cash advances Classic Credit Card	3.5%# per month (42%# per annum) computed from the date of transaction (w.e.f.1 July 2012)
Minimum payment due (MPD) on extended credit usage	5% of the total payment due of the statement plus greater of past due or overlimit due (if any), subject to a minimum of ₹100. Interest will be charged on the extended credit as per terms and conditions
Duplicate statements (older than 3 months)	₹100 per statement

Charge in case of cheque bounce, SI dishonoured or unsuccessful payment through NACH	₹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 transaction (subject to a minimum of ₹300*)
Transaction fee for cash withdrawal against your bank account at ATMs overseas	₹100
Transaction fee for cash withdrawal against your bank account	Nil
Overlimit fee	₹500 per month
Late payment fee (charged if the minimum amount due does not credited in the card by the payment due date)	50% of the minimum payment due (subject to minimum fees of ₹400 and a maximum of ₹750 per month)
Charge slip retrieval/charge back processing fee	₹225 per month
Out of town cheque processing/collection charge	₹50 per instrument (upto ₹10,000) ₹100 instrument (₹10,000 to ₹100,000) ₹150 per instrument (greater than ₹100,000)
Credit card replacement fee (within India/ outside India)	₹100
Currency conversion charge for foreign currency transactions	3.5%
Balance enquiry on the credit card at other bank ATMs	Nil

Handling charges for redemption of rewards	₹50 per redemption (w.e.f. 1 April 2012)
Cash payment charge (HSBC Credit Card bill payment made in cash at HSBC branches and drop-boxes)	₹100
Copy of Credit Information Report (CIR)	₹50 (w.e.f. 14 December 2009)

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

*Finance charge per month at the prevailing rate will also be applicable. The Bank shall provide a prior notice of one month, in case of any changes to the above credit card tariff.

- Finance charge illustration
E.g. You purchase a watch for ₹1,200 on 1 March and a necklace for ₹800 on 10 March.

The following interest will be charged on your purchases.

	Gold Credit Cards (₹)	Classic Credit Cards (₹)
Outstanding due in 20 March statement	₹2,000.00	₹2,000.00
Payment made on the due date of 1 April	₹100.00	₹100.00
Balance carried forward (revolved)	₹1,900.00	₹1,900.00
Interest calculations @3.3% p.m. for Gold Credit Card and at 3.3% p.m. for Classic Credit Card		
a) Interest on ₹1,200 for 41 days (from 1 March to 10 April)	₹53.38	₹56.61
b) Interest on ₹800 for 32 days (from 10 March to 10 April)	₹27.77	₹29.46
c) Interest on ₹1,900 for 10 days (from 11 April to 20 April)	₹20.61	₹21.86

Total interest charged in 20 April statement	₹101.77	₹107.93
GST @ 18.00% on interest	₹18.32	₹19.42
Outstanding due in 20 April statement	₹2,020.09	₹2,027.35

- 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 ₹5,000 and you do not make any new transactions on your HSBC Gold Credit Card, the repayment will stretch upto 8.75 years (105 months) at the current tariff structure

d. Interest-free (grace) period

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

e. Finance charges

- Cardholders can avail of the 'extended credit facility' by paying the Minimum Payment Due (MPD) indicated in the monthly credit card statement. The MPD is calculated as 5% of the total payment due of the statement plus greater of past due amount or overlimit amount (if any). Interest will be charged on the extended credit as per terms and conditions
- If cardholders avail of the extended credit facility by paying an amount less than the statement closing balance, the entire outstanding amount will attract a finance charge from the respective date of transaction at the prevailing rate. All new transactions will also attract a finance charge from the respective date of transaction
- All cash advance transactions will attract a finance charge at the prevailing rate from the date of withdrawal, until the entire amount along with the charges are cleared
- Finance charges are computed from the date of transaction at 3.3% p.m. (39.6% per annum) for Gold Credit Card and at 3.5% p.m. (42% per annum) for Classic Credit Card or at such modified rates as decided by the

Bank from time to time

- f. Late payment fee:** Late payment fee (charged, if the minimum amount due is not credited in the card by the payment due date) is 50% of the Minimum Payment Due (MPD) subject to minimum fees of ₹400 and maximum fees of ₹750 per month. Assume you receive a statement for the period

16 October - 15 November, with a payment due date of 7 December.

Payment towards MPD is required to be received in the card account by the payment due date (7 December), to ensure that no late payment fees are levied. Late payment fees will be levied as per the illustration in the below table:

MPD (₹)	Late payment charges (₹)	Description
100	400	50% of MPD i.e. ₹100 is ₹50. Since the minimum fee is ₹400, the late payment fee levied will be ₹400.
250	400	50% of MPD i.e. ₹250 is ₹125. Since the minimum fee is ₹400, the late payment fee levied will be ₹400.
500	400	50% of MPD i.e. ₹500 is ₹250. Since the minimum fee is ₹400, the late payment fee levied will be ₹400.
1,000	500	50% of MPD i.e. ₹1,000 is ₹500, the late payment fee levied will be ₹500.
1,500	750	50% of MPD i.e. ₹1,500 is ₹750, the late payment fee levied will be ₹750.
2,000	750	50% of MPD i.e. ₹2,000 is ₹1,000. Since the maximum fee is ₹750, the late payment fee levied will be ₹750.

2. Credit Limits

- The credit limit and cash withdrawal limit (40% of credit limit or as decided by the Bank from time to time) are communicated to you 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. Usage of the card shall be deemed as acceptance of the credit limits granted from time to time
- Credit limit is the maximum amount, which can be outstanding against the credit card account at any given time
- In case the total outstanding exceeds the credit limit, all purchases / cash transactions initiated beyond this limit will be declined till the credit card account is funded fully or partly
- The credit limit approved on the account is shared between the primary cardholder and the add-on cardholders
- The available credit limit on the credit card account is the assigned credit limit less than the 'Total Amount Due'. The cardholder should refer to the Bank to ascertain the available credit limit at any point in time
- The cardholder may apply for a review of his assigned credit limit at any time after six months of satisfactory credit card operations

3. Billing and Payments

- a) Effective 5 August 2013, payments made to the cardholders account will be settled in the following order:
1. Service charges* 2. Interest/finance charges
 3. Late payment fee 4. Annual fee
 5. Overlimit fee 6. Instalment handling fee
 7. Instalment processing fee 8. Return cheque charges
 9. Insurance premium 10. Principal**

*Service charges include the following:

- Cash Advance Fee, GST, Card Replacement Fee, Statement Reprint Fee, Balance Transfer Processing Fee, Standing Instruction (SI) Failed Fee

**Principal - includes purchase amount, balance transfer principal amount and Cash withdrawn on the credit card.

- b) When the credit card account has an outstanding balance, HSBC will send a monthly itemised statement of account at the mailing address indicating the payments credited and the transactions debited to the cardholder's account since the last statement. Non-receipt of the statement would not affect the cardholder's obligations and liabilities.
- c) Cardholders may choose to pay only the minimum payment due, as printed on the statement, and such payment should be sent before the payment due date, which is also printed on the statement.

If payment is made by cheque, the funds must be realised in the card account by the due date. The outstandings carried forward will attract a finance charge of 3.3% per month (39.6% per annum) for Gold Credit Cards and at 3.5% (42% per annum) for Classic Credit Cards or as decided by the Bank from time to time.

- d) Cardholders can choose from following modes of payment to settle monthly dues.
- Cheque/draft payment: The cheque/draft should be made payable to 'HSBC A/c No. XXXX XXXX XXXX XXXX' (mention cardholder's 16-digit credit card number)

Cheque/draft payment can be submitted at:

- Drop-boxes at HSBC branches/ATMs in India (visit www.hsbc.co.in for a complete list of branches and ATMs)
- Mail to The Hongkong and Shanghai Banking Corporation Limited, Clearing Department, M G Road, Fort, Mumbai - 400001
- Cash payment: Cash payments can be made at any HSBC Branch in India
- Standing instruction: If the cardholder is an account holder with HSBC, he/she can issue a standing instruction for transferring funds from the cardholder's HSBC account to the credit card account
- Internet Banking: cardholder can pay bills online conveniently by logging onto HSBC Personal Internet Banking*

*Option available for HSBC accountholders only.

- NACH: Cardholders can make payment directly by authorising HSBC to debit a cardholder's account with any bank. This facility is available only in Mumbai and Delhi
 - National Electronic Funds Transfer (NEFT): You can make a payment towards your credit card account via NEFT, mentioning the complete 16-digit credit card number
 - ATM/PhoneBanking: cardholder can access their account with HSBC through ATM/PhoneBanking facility for making payments against the credit card outstandings
- e) Billing disputes resolution:
- The cardholder is deemed to have received each statement of account for the preceding month, either on actual receipt of the statement of account or 10 days after the dispatch of the statement of account by the Bank, whichever is earlier (prescribed period). Upon receipt of each statement of account and in any event not more than 30 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 liability for any transaction (including all charges, damages and losses of any kind whatsoever, taxes, levies, fines, fees or penalties suffered and/or incurred) occurring upto the date of the most recent statement of account, except for transactions the cardholder gave notice of in accordance with this section
 - For reporting billing discrepancies, cardholders can either call the customer service centre (numbers are provided on the reverse of the

monthly statement or at www.hsbc.co.in) or write to HSBC Credit Card Division, Dispute Desk, P. O. Box 5080, Chennai - 600 028

- If at any stage, you feel that our service levels are not upto your expectations, you can e-mail your complaint to info@hsbc.co.in or you may write to Manager, Customer Care Centre, The Hongkong and Shanghai Banking Corporation Limited, Rajalakshmi, No. 5 and 7, Cathedral Road, Chennai - 600 086
- Or you may contact our Customer Service Executive by visiting any of our branches or you may contact our HSBC PhoneBanking Service Executives
- All grievance escalations should be marked to the Regional Nodal Officers/Chief Nodal Officer, the contact details of whom can be accessed on the Grievance Redressal Page updated on our website www.hsbc.co.in

4. Default

- In the event of default (if the minimum amount due is not paid by the payment due date or breach of any clause of the cardholder agreement), the cardholder will be sent reminders from time to time for payment of any outstandings on credit card account, by post, fax, telephone, e-mail, SMS messaging and/or through third parties appointed for collection purposes to remind, follow-up and collect dues.
Any third party so appointed, shall adhere to the Indian Banks Association (IBA) code of conduct on debt collection
- Recovery of dues in case of death of cardholder:
 - The whole of the outstanding balance (including unbilled transactions) will become immediately due and payable to HSBC.
 - HSBC will become entitled to recover the total outstandings from the estate of the cardholder.
- As per the Reserve Bank of India guidelines, we provide credit information relating to our credit cardholders to Credit Information Bureau (India)

Limited Credit Information Companies (CICs) on a monthly basis. The information provided reflects the status as on the previous month-end and includes information regarding whether the credit card account is regular or delinquent. In the event a credit card account is delinquent as on the date of such reporting and the account is subsequently regularised, the status of the account will only be updated prospectively, at the time of the next monthly reporting. As per Credit Information Companies (CICs), all changes in customer status are updated within a maximum of 30 days. To avoid any adverse credit history with Credit Information Companies (CICs), credit cardholders should ensure that they make timely payment of the amount due on the card account

5. Termination

- 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 outstandings. Where this agreement relates to the use of an additional credit card, the usage of the additional credit card may be discontinued by written notice to HSBC by you. Please destroy the additional credit card by cutting it into several pieces through the magnetic stripe
- HSBC may at any time, by providing a notice of 30 days, terminate and close the credit card and the credit card account of the credit cardholder without assigning any reason for the same
- 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
- Notwithstanding anything to the contrary stated elsewhere in these terms and conditions, HSBC may at its discretion, 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

- 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
- 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
- Closure of the credit card may entail withdrawal of all facilities provided through use of the credit card and/or the credit card number

6. Loss/Theft/Misuse of the Card

- a) If the credit card is lost/stolen, the cardholder should report it to HSBC immediately in writing or by calling Customer Service Centre
The Bank is merely acting as a facilitator in taking up the dispute through MasterCard®/Visa to the concerning merchant. The Bank is thus not liable for the outcome of the investigation
- b) The cardholder will not be held liable for any transaction made on the credit card after reporting the loss/theft/misuse to HSBC
- c) Although loss or theft may be reported as mentioned in (a) above, the cardholder must confirm to HSBC in writing. A copy of the acknowledged FIR must accompany the written confirmation
- d) Should the cardholder subsequently recover the card, the recovered credit card must not be used. Please destroy the card by cutting it into several pieces through the magnetic strip

7. Disclosures

- The cardholder acknowledges the right of HSBC to provide details of his/her account including those of any add-on cardholder(s), to third party agencies for the purpose of availing of support services of any nature by the Bank, without any specific consent or authorisation from him/her or any add-on cardholders
- The cardholder further acknowledges that HSBC is authorised to share information relating to cardholder/add-on cardholder(s), including information relating to any default committed by the cardholder in discharge of his/her obligation, as HSBC may deem appropriate and necessary, with any existing or future credit bureaus/credit reference agencies as determined by HSBC from time to time. Accordingly the cardholder gives consent and confirms having obtained consent from the add-on cardholder(s), to disclose information to such credit bureaus/credit reference agencies. Such entities may further make available processed information or data or products thereof to banks / financial institutions and other credit grantors
- HSBC may also provide information relating to credit history/repayment record of the cardholder to a credit information company (specifically authorised by the RBI), in terms of the Credit Information Companies (Regulation) Act, 2005
- Your HSBC Credit Card transactions outside India must be made strictly in accordance with Exchange Control Regulations of the Reserve Bank of India. Kindly note that a cardholder resident in India is notified that collecting and effecting/remitting payments directly/ indirectly outside India in any form towards overseas foreign exchange trading through electronic/internet trading portals is prohibited and a cardholder making such transactions would make himself/herself/themselves liable to be proceeded against with for contravention of the Foreign Exchange Management Act (FEMA), 1999 besides being liable for violation of regulations relating to Know Your Customer (KYC) norms/Anti Money Laundering (AML) standards. Any

violation of the Exchange Control Regulations arising out of utilisation of this HSBC Credit Card is the responsibility of the individual HSBC Credit Cardholder.

If the Bank comes across any prohibited transaction undertaken by the cardholder vide credit card or online banking, the Bank will immediately close the card and the matter will be reported to the Reserve Bank of India. 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 that the onus of ensuring compliance with the regulations is with the holder of the international credit card.

Banking Codes and Standards Board of India

1. Introduction

This is a Code of Customer Rights, which sets minimum standards of banking practices member banks have to follow while they deal with individual customers. It provides protection to customers and explains how banks are expected to deal with customers in their day-to-day operations.

The Code does not replace or supersede regulatory or supervisory instructions of the Reserve Bank of India (RBI) and we will comply with such instructions/directions issued by RBI from time to time. Provisions of the Code may have set higher standards than those prescribed in the regulatory instructions and such higher standards will prevail as the Code represents best practices voluntarily agreed to by us as our commitment to you.

We will endeavour to adopt higher standards of banking practices to extend better customer service and achieve higher levels of customer satisfaction.

In the Code, 'you' denotes the customer and 'we'/us', the Bank, the customer deals with.

1.1 Objectives of the code

The Code has been developed to:

- promote good and fair banking practices by setting minimum standards in our dealings with you;
- increase transparency so that you can have a better understanding of what you can reasonably expect from us;
- encourage market forces, through competition, to achieve higher operating standards;
- promote a fair and cordial relationship between you and your bank;
- foster confidence in the banking system.

The standards of the Code are covered by the key commitments in Section 2.

1.2 Application of the code

This Code applies to all the products and services listed below, whether they are provided by our branches or agents acting on our behalf, whether across the counter, over the phone, by post, through interactive electronic devices, on the internet or by any other method. However, all products discussed here may or may not be offered by us.

- Current accounts**, savings accounts, **fixed deposits**, recurring deposits, PPF accounts and all other **deposit accounts**;
- Payment services such as pension, payment orders, remittances by way of demand drafts, wire transfers and all electronic transactions e.g. **RTGS, NEFT**;
- Banking services related to government transactions;
- Demat accounts, equity, government bonds**;
- Indian currency notes/coins exchange facility;
- Collection of cheques, safe custody services, safe deposit locker facility;
- Loans, overdrafts and **guarantees**;
- Foreign exchange services including money changing;
- Third party insurance and investment products marketed through our branches and/or our authorised representatives or agents;
- Card** products including credit cards, debits cards, **ATM** cards, **smart cards** and services (including credit cards offered by our subsidiaries/companies promoted by us).

The meanings of (key) words in **bold black** have been given in the glossary.

2. Key Commitments

2.1 Our key commitments to you:

2.1.1 To act fairly and reasonably in all our dealings with you by:

- Providing minimum banking facilities of receipt and payment of cash/cheques, etc. at the bank's counter.
- Meeting the commitments and standards set in this Code, for the products and services we offer, and in the procedures and practices we follow.
- Making sure our products and services meet relevant laws and regulations in letter and spirit and are appropriate to your needs.
- Ensuring that our dealings with you rest on ethical principles of integrity and transparency.
- Operating secure and reliable banking and payment systems.

2.1.2 To help you to understand how our financial products and services work by:

- a. Giving you information about them in any one or more of the following languages - Hindi, English or the appropriate local language.
- b. Ensuring that our advertising and promotional literature is clear and not misleading.
- c. Ensuring that you are given clear information about our products and services, the terms and conditions and the interest rates/service charges, which apply to them.
- d. Giving you information on the facilities provided to you and how you can avail of these and whom and how you may contact for addressing your queries.

2.1.3 To help you use your account or service by:

- a. Providing you regular appropriate updates.
- b. Keeping you informed about changes in the interest rates, charges or terms and conditions.
- c. Displaying in our branches, for your information:
 - i. Services we provide.
 - ii. Minimum balance requirement, if any, for savings bank accounts and current accounts and the charges for non-maintenance thereof.
 - iii. Name of the official at the branch whom you may approach if you have a grievance.
 - iv. Name and address of the Regional/Zonal Manager/Principal Nodal Officer (PNO) whom you can approach if your grievance is not redressed at the branch.
 - v. Name and contact details of the Banking Ombudsman under whose jurisdiction the branch falls.
 - vi. Information available in booklet form.
- d. Displaying on our website our policies on:
 - i. Deposits
 - ii. Cheque collection
 - iii. Grievance redressal

- iv. Compensation
- v. Collection of dues and security repossession.

2.1.4 To deal quickly and sympathetically with things that go wrong by:

- a. Correcting mistakes promptly and cancelling any bank charges that we apply by mistake and compensate you for any financial loss you may have incurred due to our mistake, in terms of our compensation policy.
- b. Handling your complaints promptly.
- c. Telling you how to take your complaint forward if you are still not satisfied.
- d. Providing suitable alternative avenues to alleviate problems arising out of technological failures.

2.1.5 To treat all your personal information as private and confidential:

We will treat all your personal information as private and confidential subject to matters mentioned in para No. 5 below.

2.1.6 To publicise the Code:

We will:

- a. provide you with a copy of the Code when you open an account with us and otherwise on request;
- b. make available this Code at every branch and on our website;
- c. ensure that our staff are trained to provide relevant information about the Code and to effectively put the Code into practice;
- d. take other steps to increase awareness of the customers about the Code and its provisions.

2.1.7 To adopt and practice a non-discrimination policy:

We will not discriminate you on the basis of age, race, gender, marital status, religion, disability or financial status..

3. Information - Transparency

You can get information on interest rates, fees and charges through any one or more of the following:

- a. Notice board in our branches.

- b. Contacting our branches or helplines.
- c. Our website.
- d. Asking our designated staff/help desk.
- e. Referring to the **tariff schedule** at our branches/on our website..

3.1 General information

We will:

- a. give you information on the types of products and services we offer and those that may suit your needs;
- b. prominently display in bilingual/trilingual at all our branches the documents required for opening Basic Savings Bank Deposit Accounts. We will also display the relaxed requirements for opening 'Small Accounts'.
- c. give you clear information explaining the key features of the services and products you tell us you are interested in, including applicable interest rates, fees and charges;
- d. tell you the different channels through which our products and services may be availed e.g. branches, ATMs, phone, net banking and tell you how to find out more about them;
- e. tell you what information we need from you to prove your identity and address, for us to comply with legal, regulatory and internal policy requirements;
- f. give you information on your rights and responsibilities especially regarding availing of nomination facility offered on all deposit accounts, articles in safe custody and safe deposit lockers.

3.2 'Do Not Call' Service

We will not transmit to you any unsolicited commercial information regarding our products and services, through telephone calls/SMSes/e-mails, if you have registered with the 'Do Not Call Registry' of our bank or with the 'National Do Not Call Registry' directly or through your Service Provider. However, this will not apply to receipt of information regarding your account statements and other important advices and information including alerts relating to transactions on your account as also the products and services you are currently availing.

3.3 Interest Rates

We will give you information on:

- a. the interest rates which apply to your deposit and loan accounts;
- b. in case of loans at **fixed rate of interest**, details of interest reset clause, if any, in the loan agreement and the effective date thereof;
- c. in case of loans at **floating rate of interest**, the reference rate to which your floating rate will be linked and the premium or discount applied to the **reference rate** for determining the actual rate of interest on your loan;
- d. whether you have the option for converting your loan from fixed rate to floating rate and vice versa and, if so, the charges therefor;
- e. periodicity at which we pay interest on your deposits or charge interest on your loan accounts;
- f. how we apply interest to your deposit and loan accounts and how we calculate interest thereon.

3.3.1 Changes in interest rates

We will inform you of changes in interest rates on our loan products and changes in the reference rate to which the floating rate of interest is linked within a fortnight of the decision by any of the following means:

- i. Letter
- ii. e-mail
- iii. SMS

We will also display this information on the notice boards in our branches as also on our website.

3.4 Tariff schedule

3.4.1 Fees and charges

- a. We will ensure that our fees and service charges for various services are approved by the bank's Board or any competent authority duly authorized by the Board to take decisions in this regard and that they would be reasonable and non-discriminatory for similar class of customers.
- b. We will place our Tariff Schedule on our website and make a copy available at every branch for your perusal. We will display in our branches a notice about the availability of the Tariff Schedule at the branch.

- c. We will give you details in our Tariff Schedule of any charges applicable to the products and services chosen by you.
- d. We will also provide you information about the penalties leviable in case of non-observance/violation of any of the terms and conditions governing the product/services chosen by you.

3.4.2 Changes in fees and charges

If we increase any fee or charge or introduce a new fee or charge, it will be notified through statements of accounts/e-mail/SMS alerts/notice board at branches, one month prior to the revised charges becoming effective. This information will also be made available on our website.

3.5 Terms and conditions

- a. We will advise you the relevant terms and conditions for the products/ services you have asked us to provide.
- b. All terms and conditions will be fair and will set out the respective rights, liabilities and obligations clearly and as far as possible in plain and simple language.

3.5.1 Changes to terms and conditions

- a. We will tell you of changes in terms and conditions through any one or more of the following channels one month prior to the revised terms and conditions becoming effective:
 - i. Letter
 - ii. Statements of account
 - iii. SMS
 - iv. e-mail

This information will also be made available on the notice boards in our branches and our website.

- b. Normally, changes will be made with prospective effect giving notice of one month.
- c. If we have made any change without notice, we will notify the change within 30 days. If such change is to your disadvantage, you may within 60 days of the notice, close your account or switch to any other eligible account without having to pay revised charge or interest.

- d. We will immediately update, on our website, any changes in the terms and conditions. We will give you, on request, a copy of the new terms and conditions.

4. Advertising, Marketing and Sales

- a. We will make sure that all our advertising and promotional material is clear, and not misleading.
- b. In any advertisement and promotional literature that draws attention to a banking service or product and includes a reference to an interest rate, we will also indicate whether other fees and charges will apply and full details of the relevant terms and conditions will be made available on request.
- c. If we avail of the services of third parties for providing support services, we will require that they handle your personal information (if available to such third parties) with the same degree of confidentiality and security as we would.
- d. We may, from time to time, communicate to you various features of our products availed by you by e-mail, SMS or over the telephone. Information about our other products or promotional offers in respect of our products/services will be conveyed to you only if you have not registered for the 'Do Not Call' facility.
- e. We have prescribed a Code of conduct for our Direct Selling Agencies (DSAs) whose services we may avail to market our products/services which, amongst other matters, requires them to identify themselves as only selling agents of our bank when they approach you for selling our products personally or through phone. We will ensure that any third party or agent acting on our behalf or selling our product complies with the Code of conduct.
- f. In the event of receipt of any complaint from you that our representative/courier or DSAs has engaged in any improper conduct or acted in violation of this Code, we shall take appropriate steps to investigate and to handle the complaint and to make good the loss as per our compensation policy.

- g. We will ensure that any third party or agent acting on our behalf or selling our product discloses the fee or commission they are paid upon completion of the sale.

5. Privacy and Confidentiality

- a. We will treat all your personal information as private and confidential (even when you are no longer a customer), and shall be guided by the following principles and policies:
- b. We will not reveal information or data relating to your accounts, whether provided by you or otherwise, to anyone, including other companies/entities in our group, other than in the following exceptional cases:
 - i. If we have to give the information by law or if required by the banking regulator.
 - ii. If there is a duty towards the public to reveal the information.
 - iii. If our interests require us to give the information (for example, to prevent fraud) but we will not use this as a reason for giving information about you or your accounts (including your name and address) to anyone else, including other companies in our group, for marketing purposes.
 - iv. If you authorise us to reveal the information.
 - v. If we are asked to give a banker's reference about you, we will need your written permission before we give it.
- c. We will not use your personal information for marketing purposes by anyone including ourselves unless you specifically authorise us to do so.

5.1 Credit Information Companies

When you apply for a credit facility:

- a. We will explain to you the role of Credit Information Companies (CICs) as also the checks we may make with them and the effect that the information they provide can have on your ability to get credit.
- b. We will on request, and on payment of prescribed fee, furnish you a copy of the credit information obtained by us from the CICs.
- c. We will provide information about credit availed from us to the CICs at

periodic intervals.

- d. Information reported to CICs will also include personal debts you owe us when
 - i. You have fallen behind with your payments
 - ii. The amount owed is in dispute
- e. If your loan account has been in default, but thereafter regularised, we will update this information with the CICs in the next report.
- f. We will, on request, inform you of the details of the CIC(s) to which we submit information regarding the credit/loan facility you have availed from us.

6. Collection of Dues

- a. Whenever we give loans, we will explain to you the repayment schedule, viz. amount, tenure and periodicity of repayment. However, if you do not adhere to repayment schedule, a defined process in accordance with the laws of the land will be followed for recovery of dues.
- b. We will have a Board approved policy for collection of dues and security repossession as also appointment of recovery agents.
- c. All relevant laws, regulations, guidelines and conditions of approval, licencing or registration will be taken into account when appointing recovery agents.
- d. We will ensure that our recovery agents are properly trained to handle their responsibilities with care and sensitivity. We will also ensure that they do not exceed their brief.
- e. Our collection policy is built on courtesy, fair treatment and persuasion. We believe in fostering customer confidence and long-term relationship.
- f. We will provide you with all the information regarding your dues and will endeavour to give sufficient notice for payment of dues.
- g. We will have a system of checks before passing on a default case to recovery agencies so that you are not harassed on account of lapses on our part.
- h. We will write to you when we initiate recovery proceedings against you and will inform you of the name of the recovery agency/agent, to whom

- your case has been assigned as also their address and telephone numbers.
- i. We will provide details of the recovery agency firms/companies engaged by us on our website.
 - j. We will also make available, on request, details of the recovery agency firms/companies relevant to you at our branches.
 - k. Our staff or any person authorised to represent us in collection of dues or/and security repossession will identify himself/herself and produce the authority letter issued by us and upon request show you his/her identity card issued by the Bank or under authority of the Bank.
 - l. All the members of our staff or any person authorised to represent us in collection or/and security repossession would follow the guidelines set out below:
 - i. You would be contacted ordinarily at the place of your choice and in the absence of any specified place at the place of your residence and if unavailable at your residence, at the place of business/occupation.
 - ii. Identity and authority to represent would be made known to you.
 - iii. Your privacy would be respected.
 - iv. Interaction with you would be in a civil manner.
 - v. Normally our representatives will contact you between 0700 hrs and 1900 hrs (IST) unless the special circumstances of your business or occupation require otherwise.
 - vi. Your requests to avoid calls at a particular time or at a particular place would be honoured as far as possible.
 - vii. Time and number of calls and contents of conversation would be documented.
 - viii. All assistance would be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
 - ix. During visits to your place for dues collection, decency and decorum would be maintained. Our officials/agents will not

resort to intimidation or harassment of any kind, either verbal or physical against any person, including acts intended to humiliate publicly or intrude the privacy of your family members, referees and friends, making threatening and anonymous calls or making false and misleading representations.

However, it is your responsibility to keep updating your contact details. In case the Bank is unable to contact you on the details provided, the Bank will access information available from public sources and approach your friends/relatives to trace you.

- x. Inappropriate occasions such as bereavement in the family or other important family functions like marriages would be avoided for making calls/visits to collect dues.
- xi. We will investigate any complaint from you about unfair practices of our recovery agents.

6.1 Collection of Dues and Security Repossession Policy

We will follow collection of dues and security repossession policy in consonance with the law. The policy will be displayed on our website and a copy of the same will be made available at our branches for perusal.

7. Complaints, Grievances and Feedback

7.1 Internal procedures

- a. If you want to make a complaint, we will tell you:
 - i. how to do so;
 - ii. where a complaint can be made;
 - iii. to whom a complaint can be made;
 - iv. when to expect a reply;
 - v. whom to approach for redressal;
 - vi. what to do if you are not satisfied about the outcome.
- b. Our staff will help you with any questions you have.
- c. We will tell you where to find details of our procedure for handling complaints fairly and quickly.
- d. We will display the name of the official at the branch whom you may approach if you have a grievance. If your complaint is unresolved at

the branch level, you may approach our Regional/Zonal Manager/Principal Nodal Officer (PNO) at the address displayed at the branch.

- e. If your complaint has been received in writing, we will endeavour to send you an acknowledgement/a response within a week. If your complaint is relayed over phone at our designated telephone helpdesk or customer service number, we shall provide you a complaint reference number and keep you informed of the progress within a reasonable period of time.
- f. After examining the matter, we will send you our final response or explain why we need more time to respond and shall endeavour to do so within 30 days of receipt of your complaint and will tell you how to take your complaint further if you are still not satisfied.
- g. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Banking Ombudsman appointed by Reserve Bank of India under the Banking Ombudsman Scheme. Our staff would explain the procedure in this regard.

7.2 Banking Ombudsman Scheme

We will display the Banking Ombudsman Scheme on our website. A copy will be made available on request at a nominal charge. We will display at our branches the name and contact details of the Banking Ombudsman under whose jurisdiction the branch falls.

7.3 Customers' meetings

We shall endeavour to organise meetings of customers at periodic intervals as a regular channel for exchange of ideas and suggestions.

7.4 Branch Level Customer Service Committee meetings

We will display in our branches the date of our monthly Branch Level Customer Service Committee meeting, which you may attend, if you so desire.

8. Products and Services

8.1 Deposit accounts

- a. You may open different types of accounts with us such as, savings accounts, fixed deposits, current accounts etc. with us. You may open

such accounts in the following styles:

- i. Single
 - ii. Joint
 - iii. Joint (Either or Survivor)
 - iv. Joint (Former or Survivor)
 - v. Joint (Latter or Survivor);
or
 - vi. In any other style.
- b. We will make available 'Basic Savings Bank Deposit Account' (BSBDA) to all customers, without the requirement of any minimum balance. We will offer/provide minimum common facilities, without any charges. The relevant details will be made known to you in a transparent manner at the time of opening of the account.
 - c. The above accounts may be opened by you with nomination facility, wherever permissible. We will include, in the account opening form, the option for nomination as also the option for indicating the name of the nominee in passbooks/account statements/FDRs. We will explain the implications of the foregoing accounts as also the nomination facilities at the time of opening of the account.
 - d. We will acknowledge the receipt of your nomination details and record the fact of nomination on the passbook/account statement/FDRs. At your request, we will also indicate the name of the nominee thereon.
 - e. We will also inform you about liquid deposit facility, sweep account and similar types of products offered by us and their implications and procedures involved, at the time of opening of account.

8.1.1 Account opening and operation of deposit accounts

Before opening any deposit account, we will:

- a. carry out due diligence as required under 'Know Your Customer' (KYC) guidelines;
- b. ask you to submit or provide necessary documents or proofs to do so.
- c. obtain only such information to meet with our KYC, Prevention of Money Laundering or any other statutory requirements. In case any additional

information is asked for, it will be sought separately and we will explain the reason for obtaining such additional information. Providing such information will be voluntary, unless required by law. The information will be kept confidential, unless required by law enforcing agency/banking regulator;

- d. provide the account opening forms which will contain details of essential information required to be furnished and documents to be produced for verification and/or for record for meeting the KYC requirements;
- e. require you to submit documents in respect of KYC at periodic intervals to enable us to update our records as required;
- f. explain the procedural formalities and provide necessary clarifications sought by you while opening a deposit account;
- g. give you the Most Important Terms and Conditions (MITC) governing the deposit facility you have sought to avail;
- h. at the time of opening of the account, make available to you the details of the insurance cover in force under the insurance scheme, subject to certain limits and conditions offered by the Deposit Insurance and Credit Guarantee Corporation of India (DICGC).

8.1.2 Changing your account

- a. If you are not happy about your choice of current/savings account, you may within 14 days of making your first payment into the account, approach us to switch to any of our other accounts. Alternatively, you may ask for refund of the amount which will be given back to you with any interest it may have earned. We will ignore any notice period and any extra charges.
- b. If you decide to close your current/savings account we will do so within three working days of receiving your instructions, subject to your completing all formalities and submitting all required documents.
- c. If you want to transfer your account to another branch of our bank we will do so. On receiving your request, we will transfer the account to the transferee branch within 3 (three) working days without insisting on fresh proof of address and on the basis of a self-declaration from

you giving your current address. You will have to submit documentary proof of this address within a period of six months. We will intimate you as soon as the account is operationalised. The new branch will be provided with information on your existing standing instructions/direct debits, if any.

8.1.3 Savings/Current accounts

When you open a deposit account, we will:

- a. inform you about number of transactions, cash withdrawals, etc. that can be done free of charge in a given period.
- b. inform you about the kind of charges, if any, in case of exceeding such limits. Details of the charges will be included in the Tariff Schedule;
- c. inform you of the rate at which interest is paid on your **savings deposits**, how it is calculated and the periodicity of its payment.

8.1.3.1 Minimum balance

- a. The minimum balance to be maintained in the savings bank account will be displayed in our branches.
- b. For deposit products like savings bank account and current account or any other type of deposit account, we will inform you:
 - i. about the minimum balance to be maintained as part of terms and conditions governing operation of such accounts.
 - ii. about charges which will be levied in case of failure to maintain the minimum balance in the account by you. Details of the charges will be included in the Tariff Schedule.
 - iii. 30 days in advance, of any change in minimum balance to be maintained. During this notice period, we will not charge you for non-maintenance of such higher minimum balance prescribed.

8.1.3.2 Charges

Specific charges for issue of cheque books, additional/ duplicate statement of accounts, duplicate passbook, copies of paid cheques, folio charges, debit card, ATM card, verification of signature, return of cheque, change in mandate or style of account, closure of savings bank/current accounts etc., will be included in our Tariff Schedule. Concessions or relief given will not be withdrawn during the original validity period of the concession/relief.

8.1.3.3 Passbook/statements

- a. To help you manage your account and check entries in it, we will provide you with a monthly statement/e-mail statement (subject to your acceptance) of account unless you have opted for a passbook.
- b. You can ask us to provide you with account statements more often than is normally available on your type of account, at a charge. This charge will be indicated in the Tariff Schedule.
- c. We will indicate our MICR Code and IFS Code in passbooks and statements of accounts.
- d. We will make available the customer care number of the Bank/Contact number of the branch in passbooks and statements of accounts.
- e. We will ensure that entries in your passbook/statements are brief, informative and intelligible.

8.1.3.4 Upgradation of deposit accounts

In case your account meets the terms for upgradation, we will upgrade your account only after obtaining your consent in writing or through any other mode or where your consent is obtained through authenticated electronic means after necessary validation.

8.1.4 Accounts of minors

- a. We will tell you, on request, how a deposit account can be opened in the name of a minor and how it can be operated.
- b. We will intimate the date on which the minor becomes major.

8.1.5 Inoperative/Dormant accounts

We will:

- a. inform you when you open your account, the circumstances under which your account will be classified as inoperative/dormant. You will also be informed at least three months before your account is classified as **inoperative/dormant** and the consequences thereof.
- b. also endeavour to send an SMS/e-mail advising that your account is being classified as inoperative/dormant;
- c. notify the jointholder(s) also before an account is classified as inoperative/dormant;

- d. inform you of the procedure to be followed if you want to activate the account;
- e. not levy any charge merely because an account is inoperative/dormant;
- f. not charge you for activation of the inoperative account.

8.1.6 Closing your account

Under normal circumstances, we will not close your account without giving you at least 30 days' notice indicating the reasons for such closure. In such cases, you will be required to make alternate arrangements for cheques already issued by you and desist from issuing any fresh cheques on such account.

8.2 Clearing cycle/collection services

- a. We may provide a drop box facility to enable you to deposit cheques to be sent for collection. Necessary precaution will be taken to ensure that cheques deposited in the drop box are properly and promptly accounted for. However, you may, if you so desire, hand over cheques at the counter against acknowledgement instead of depositing in the drop box.
- b. We will inform you about the clearing cycle for local instruments and the outstation instruments including details such as cut-off time for lodging of instruments for same day clearing, when you can withdraw money after lodging instruments and when you will be entitled to earn interest on delayed collection as per our **cheque collection policy**.
- c. We will pay you compensation, as per our cheque collection/compensation policy for any delay in collection of instruments, without waiting for a demand from you.
- d. We will inform you, immediately, by SMS/e-mail when a cheque deposited by you for collection is returned unpaid.
- e. We will return a cheque unpaid/dishonoured along with a duly signed return memo indicating the date of return as also the reason for return/refusal of payment within 24 hours.
- f. If immediate credit for outstation cheques is offered, we will provide relevant information including the applicable terms and conditions, such as the limit upto which instruments tendered by you can be credited, operating accounts satisfactorily, etc.

- g. We will proceed as per our cheque collection policy and provide all assistance for you to obtain a duplicate cheque/instrument in case a cheque/instrument tendered by you is lost in transit and compensate you as per our cheque collection/compensation policy.
- h. We will give the above information when you open your account and whenever you ask for it. If there is any change in our cheque collection policy, the revised policy will be displayed on our website and will be made available at all our branches.

8.3 Cash transactions

- a. We will accept cash and dispense cash at any of our branches under core banking subject to any restrictions on type of transaction or charges, if any, applicable to such transactions.
- b. We will exchange soiled/mutilated notes and/or small coins and issue good quality, clean bank notes/coins at all our branches. We will extend this facility, within prescribed limits to walk-in customers too.
- c. For transactions above a specified amount we may require you to furnish your PAN.

8.4 Direct debits and standing instructions

We will:

- a. at the time of opening the account tell you how direct debits/standing instructions work and how you may record/cancel them and the charges connected with them. Charges will be levied as per the Tariff Schedule.
- b. act upon mandates given by you for direct debits [say National Automated Clearing House (NACH)] and other standing instructions. In case of any delay or failure in executing the mandate resulting in financial loss or additional cost, we will compensate you as per the compensation policy of the Bank. If the mandate cannot be executed due to insufficient balance in your account, we will levy charges as per the Tariff Schedule.
- c. credit your account along with interest as soon as it is determined that any amount has been unauthorisedly/erroneously debited from your

account and compensate you as per the compensation policy of the Bank.

8.5 Stop payment facility

We will:

- a. accept stop payment instructions from you in respect of cheques issued by you. Immediately on receipt of your instructions, we will give an acknowledgement and take action provided these cheques have not already been cleared by us;
- b. levy charges, if any, as indicated in the Tariff Schedule;
- c. reimburse and compensate you as per the compensation policy of the bank in case a cheque is paid subsequent to the receipt of stop payment instructions by us.

8.6 Cheques/debit instructions issued by you

We will:

- a. keep original cheques/debit instructions paid from your account or copies or images of the cheques received from the presenting bank under CTS, for such periods as required by law.
- b. give you the cheque/image of cheque/debit instruction or a copy thereof as evidence as long as records are available with us. If there is a dispute about a cheque paid/debit instructions from your account and in case the request for such cheque, etc. is made within a period of one year from the date of cheque/debit instruction, no charge will be levied. In respect of requests received beyond this period, charges will be levied as per the Tariff Schedule.
- c. inform you how we will deal with **unpaid** cheques and **out-of-date[stale] cheques**. The details of charges to be levied will be included in the Tariff Schedule.

8.7 Fixed deposits

- a. When you place a fixed deposit with us, we will obtain instructions from you in the account opening form for the disposal of your deposit at maturity.
- b. Where there are no instructions for disposal of the deposit at maturity,

- we will inform you well in advance through letter/**mail**/SMS about its impending date of maturity.
- c. In case we still do not receive any instruction from you, we will renew the deposit, excluding deposits like tax savings deposits etc, for the same period of time as the matured deposit at the prevailing rate of interest.
 - d. We will inform you the procedure for withdrawal of fixed deposit before maturity. This information will also be made available in the account opening form/MITC/reverse of the FDR.
 - e. We will inform you of the interest rates applicable and charges for premature withdrawal of fixed deposit.
 - f. We will permit premature withdrawals of term deposits in accordance with the mandate 'Former or Survivor/Either or Survivor', provided you have given us a specific joint mandate from all the depositors for the purpose. We will provide for such a mandate in the account opening form.
 - g. We will inform you, at the time of acceptance of the deposit, the terms and conditions and interest rate applicable in case you renew the deposits on a date after the date of maturity. This information will also be made available in the account opening form/MITC/reverse of the FDR.
 - h. We will advise you of provisions of Income Tax Act applicable to the interest income accruing to you on your deposits, our obligations under the Act and provisions available to you for seeking exemption from Tax Deduction at Source.
 - i. We will obtain Form 15 G or 15 H as applicable from you at the time of application if you are not liable to pay tax on your interest income. You may submit to us such form periodically as required, if you are not liable to pay tax on your interest income. We will acknowledge receipt of such forms.
 - j. We will issue the requisite certificate within the stipulated period if we deduct tax from interest paid/accrued on your deposits.
 - k. We will indicate the tax deducted, if any, on interest on fixed deposits credited to your savings/current account in the passbook/statement of account.

8.7.1 Advances against term deposits

We will explain the facility of loan/overdraft available against term deposits.

8.8 Settlement of claims in respect of deceased accountholders

- a. We will follow a simplified procedure for settlement of accounts of **deceased accountholders**.
- b. We will provide claim forms for settlement of claims of the accounts of deceased persons, to those who approach us for the forms. We will also place the claim forms on our website.

8.8.1 Accounts with survivor/nominee clause

- a. In the case of a deposit account of a deceased depositor, where the depositor had utilised the nomination facility and made a valid nomination or where the account was opened with the survivorship clause ('either or survivor' or 'anyone or survivor' or 'former or survivor' or 'latter or survivor'), payment of the balance in the deposit account to the survivor(s)/nominee of a deceased deposit accountholder will be made, provided:
 - i. the identity of the survivor(s)/nominee and the fact of the death of the accountholder, is established through appropriate documentary evidence;
 - ii. there is no order from the competent court restraining the Bank from making the payment from the account of the deceased.

In such cases, payment to the survivor(s)/nominee of the deceased depositors will be made without insisting on production of succession certificate, letter of administration or probate, etc. or obtaining any bond of indemnity or surety from the survivor(s)/nominee, irrespective of the amount standing to the credit of the deceased accountholder.
- b. The survivor(s)/nominee would be receiving the payment from the Bank as a trustee of the legal heirs of the deceased depositor, i.e., such payment shall not affect the right or claim which any person may have against the survivor(s)/nominee to whom the payment is made.
- c. The payment made to the survivor(s)/nominee, subject to the foregoing conditions, would constitute a full discharge of the bank's liability.

- d. In case of fixed deposits with 'Either or Survivor' or 'Former or Survivor' mandate, premature withdrawal on death of one of the depositors of the deposit by the surviving joint depositor(s) will be permitted only if there is a mandate from all the depositors to this effect.

8.8.2 Accounts without the survivor/nominee clause

In case where the deceased depositor had not made any nomination or for the accounts other than those styled as 'either or survivor' (such as single or jointly operated accounts), we will adopt a simplified procedure for repayment to the legal heir(s) of the depositor, keeping in view the imperative need to avoid inconvenience and undue hardship to the common person. Keeping in view our risk management policy, we will fix a minimum threshold limit upto which claims in respect of the deceased depositors could be settled without insisting on production of any documentation other than a letter of indemnity.

8.8.3 Time limit for settlement of claims

We will settle the claims in respect of deceased depositors and release payments to survivor(s)/nominee within a period not exceeding 15 days from the date of receipt of the claim subject to the production of proof of death of the depositor and suitable identification of the claimant(s), to the bank's satisfaction.

8.8.4 Premature termination of fixed deposit accounts

In the case of fixed deposits, we will incorporate a clause in the account opening form itself to the effect that in the event of the death of the depositor, premature termination of fixed deposits would be allowed. The conditions subject to which such premature withdrawal would be permitted would also be specified in the account opening form. Such premature withdrawal would not attract any penal charge.

8.8.5 Treatment of flows in the name of the deceased depositor

In order to avoid hardship to the survivor(s)/nominee of a deposit account,

we will obtain appropriate agreement/authorization from the survivor(s)/nominee with regard to the treatment of pipeline flows in the name of the deceased account holder. In this regard, we will consider adopting either of the following two approaches:

- i. We could be authorised by the survivor(s)/nominee of a deceased account holder to open an account styled as 'Estate of _____, the Deceased' where all the pipeline flows in the name of the deceased account holder could be allowed to be credited, provided no withdrawals are made.

OR

- ii. We could be authorised by the survivor(s)/nominee to return the pipeline flows to the remitter with the remark 'Account holder deceased' and to intimate the survivor(s)/nominee accordingly. The survivor(s)/nominee/legal heir(s) could then approach the remitter to effect payment through a negotiable instrument or through electronic transfer in the name of the appropriate beneficiary.

8.9 Safe deposit lockers

We will give you the complete details of the rules and the procedures applicable for allotment of the safe deposit lockers and also safe deposit of valuables, in case we offer the service. We will allot lockers without linking it to placement of fixed deposits. However, to ensure prompt payment of locker rent, we may at the time of allotment, obtain a Fixed Deposit which would cover 3 years' rent and the charges for breaking open the locker in case of an eventuality.

8.10 Foreign exchange services

- a. When you buy or sell foreign exchange, we will give you information on the services, details of the exchange rate and other charges which apply to foreign exchange transactions. If this is not possible, we will tell you how these will be worked out.
- b. If you want to transfer money abroad, we will inform you how to do this and will give you:

- i. a description of the services and how to use them;
 - ii. details of when the money you have sent abroad should get there and the reasons for delays, if any.
 - iii. the exchange rate applied for conversion of the foreign currency (if this is not possible at the time of the transaction, we will let you know later what the rate was).
 - iv. details of any commission or charges, which you will have to pay and a caution that the person receiving the money may also have to pay the correspondent bank's charges.
- c. We will tell you if the information provided by you for making a payment abroad is adequate or not. In case of any discrepancies or incomplete documentation, we will advise you immediately and assist you to rectify/complete the same.
- d. If money is transferred to your bank account from abroad, we will tell you the original amount received and charges if any levied. If the sender has agreed to pay all charges, we will not take any charges when we credit the money into your account.
- e. We will guide you about the regulatory requirements or conditions relating to foreign exchange services offered by us as and when requested by you.
- f. In case of delay beyond the day when the amount is due for credit, you will be compensated (a) for any loss on account of interest for due period beyond the due date and (b) also for adverse movement of forex rate as per the Compensation Policy of the Bank.
- g. All certificates required to be issued under regulatory/statutory instructions will be issued free of charge.

8.11 Remittances within India

If you want to remit money within India we will inform you how to effect it and will:

- a. give a description of our services and how to use them;
- b. suggest to you the best way to send the money to suit your needs;
- c. disclose the details of all charges including commission that you will have to pay for the service as per the tariff schedule;

- d. send you an SMS/e-mail informing you of the fate/status of the remittance made by you through mobile banking/NEFT/RTGS;
- e. make available on our website updated contact details of our customer facilitation centres to handle your queries/complaints regarding NEFT/RTGS transactions;
- f. In case of any delay we will compensate you for the delay and any loss/additional expense incurred by you;
- g. We will extend remittance facilities within prescribed limits to walk-in customers too.

8.12 Lending

- a. We will have a board approved policy on loans and advances.
- b. We will base our lending decisions on a careful and prudent assessment of your financial position and capacity to repay.
- c. We will not discriminate on grounds of sex, caste and religion in the matter of lending. However, this does not preclude us from instituting or participating in schemes framed for specified sections of the society.

8.12.1 Loans

8.12.1.1 General Information

We will:

- a. give you the Most Important Terms and Conditions (MITC) governing the loan/credit facility you have sought to avail;
- b. give you information explaining the key features of our loan and credit card products including applicable fees and charges while communicating the sanction of the loan/credit card;
- c. advise you about the information/documentation we need from you to enable you to apply. We will also advise you what documentation we need from you with respect to your identity, address, employment, etc. and any other document that may be stipulated by statutory authorities (e.g. PAN details), in order to comply with legal and regulatory requirements;
- d. verify the details mentioned by you in the loan/credit card application by contacting you at your residence and/or on business telephone numbers

and/or physically visiting your residence and/or business addresses through agencies appointed by us for this purpose, if deemed necessary by us;

- e. if we offer you an overdraft, or an increase in your existing overdraft limit, tell you if your overdraft is repayable on demand or otherwise. We will, if required, also advise about the method of calculation of overdrawn amount and also the computation of interest.
- f. in case we offer/approve a credit facility over the telephone, we will credit your account with the amount only after receiving your acceptance in writing or through any other mode and where your consent is obtained through authenticated electronic means/after necessary validation;
- g. not offer any unsolicited pre-approved credit facility in any form, including enhancement of credit card limit and top-up of personal loan limits, etc.

8.12.1.2 Applications for loans and their processing

- a. At the time of sourcing a loan product, we will provide as part of the loan application form, information about the interest rates along with the annualised rates of interest, whether floating or fixed, as also the fees/charges payable for processing, the amount of such fees refundable if loan is not sanctioned/disbursed, pre-payment options and charges, if any, penal rate of interest for delayed repayments, if any, conversion charges for switching your loan from fixed to floating rates or viceversa, existence of any interest reset clause and any other matter which affects the interest of the borrower, so that a meaningful comparison with those of other banks can be made and an informed decision can be taken by you.
- b. We will provide you with a checklist of documents to be submitted (compliant with legal and regulatory requirements) along with the loan application form to enable you to submit the application complete in all respects. If required, we will assist you in filling up your loan application form.

- c. We shall invariably provide you with an acknowledgement of your loan application, whether submitted online or manually, indicating therein the time frame within which the application will be processed.
- d. We will convey our decision on your loan application for a limit upto ₹20 lakh within 30 working days from the date of receipt of the application provided your application is complete in all respects and is submitted along with all the documents as per 'check list' provided. We will convey our decision on applications beyond ₹20 lakh within a reasonable time frame.
- e. Normally all particulars required for processing the loan application will be collected by us at the time of application. In case we need any additional information we will contact you immediately.
- f. We will communicate, in writing, the reason(s) for rejection of your loan application.
- g. We will provide you the sanction letter detailing particulars of amount sanctioned and the terms and conditions.
- h. We will provide you an amortisation schedule (schedule of repayment of principal and interest for the duration of the loan).
- i. We will also inform you whether you have an option to let equated monthly instalments stay constant and changed tenure or viceversa when the interest rate changes.
- j. We will, at your request, supply authenticated copies of all the loan documents executed by you at our cost along with a copy each of all enclosures quoted in the loan document.
- k. We will give written receipt for all documents to title taken as security/ collateral for any loan.
- l. We will endeavour to send you a communication through letter/mail or SMS about the status of your account before it becomes an NPA.
- m. We will give you notice, sufficiently in advance, if we decide to recall/ accelerate payment or performance under the agreement or seek additional securities.
- n. We will provide you with an annual statement of account of your term/demand loans.

- o. We will provide you with the loan statement, more often, if required, at a cost which will be indicated in the tariff schedule.
 - p. We will return to you all the securities/documents/title deeds to mortgaged property within 15 days of the repayment of all dues agreed to or contracted. If any right to set off is to be exercised for any other claim, we will give due notice with full particulars about the other claims and retain the securities/documents/title to mortgaged property till the relevant claim is settled/paid.
 - q. We will compensate you for any delay in return of securities/documents/ title deeds to mortgaged property beyond 15 days of the repayment of all dues agreed to or contracted.
 - r. In the event of our losing the securities/documents/ title deeds you have provided to us when you availed a loan, we will compensate you for the loss. We will issue a certificate indicating the securities/documents/ title deeds lost and extend all assistance to you for obtaining duplicate documents etc.
 - s. We will process a request for transfer of borrowal account, either from you or from a bank/financial institution, in the normal course and convey our concurrence or otherwise within two weeks of receipt of request.
 - t. We will not levy foreclosure charges/pre-payment penalties on home loans carrying floating interest rate.
- ii. inform them that by giving the guarantee or other security they may become liable instead of, or as well as, you;
 - iii. inform them what their liability will be;
 - iv. give a copy of the terms and conditions of the loan sanctioned/loan agreement, free of cost, to the guarantor(s) of the credit facility availed by you;
- c. When you are considering to be a guarantor to a loan, we will tell you:
 - i. your liability as guarantor;
 - ii. the amount of liability you will be committing yourself to the bank;
 - iii. circumstances in which we will call on you to pay up your liability;
 - iv. whether we have recourse to your other monies in the Bank if you fail to pay up as a guarantor;
 - v. whether your liabilities as a guarantor are limited to a specific quantum or they are unlimited;
 - vi. time and circumstances in which your liabilities as a guarantor will be discharged as also the manner in which we will notify you about this;
 - vii. of any material or adverse change in the financial position of the borrower to whom you stand as a guarantor.
 - d. We will return to you all the securities/documents/title deeds to mortgaged property within 15 days of the repayment of all dues agreed to or contracted.
 - e. We will compensate you for any delay in return of securities/documents/ title deeds to mortgaged property beyond 15 days of the repayment of all dues agreed to or contracted.
 - f. In the event of our losing the securities/documents, we will compensate you for the loss. We will issue a certificate indicating the securities/ documents lost and extend all assistance to you for obtaining duplicate documents, etc.

8.13 Guarantee

- a. If you want us to accept a guarantee or other security from a third party for your liabilities, we may ask you for your permission to give confidential information about your finances to the person giving the guarantee or other security, or to their legal adviser.
- b. We will also:
 - i. encourage them to take independent legal advice to make sure that they understand their commitment and the possible consequences of their decision (where appropriate, the documents we ask them to sign will contain this recommendation as a clear and obvious notice);

8.14 Central Registry

When you avail of a loan facility involving immoveable property as primary or

collateral security, we will advise you the functioning of the Central Registry and the fact that their records will be available for search by any lender or any other person desirous of dealing with the property.

8.15 Settlement of dues

- a. You should let us know, as soon as possible, if you are not able to make your payments in time.
- b. We will consider all cases of genuine financial difficulty sympathetically and positively, in consonance with regulatory guidelines and our policy.
- c. We will try to help you overcome your difficulties.
- d. In case we offer you a One Time Settlement (OTS) for repayment of dues, we will explain to you the details of the offer.
- e. We will spell out, in writing, the terms and conditions of the OTS offered to you.
- f. If the dues are settled under OTS, we will explain to you the implications of such settlement on your credit history maintained by the CICs.

8.16 Securitisation of loans/card dues

- a. In case we securitise (sell) your loans/dues on your card to another entity, we will advise you the name and contact details of such entity along with the amount of your loan/dues transferred to them. In the normal course, loans/card dues, which are nonstandard are considered for sale to Asset Reconstruction Company (ARC) through assignments. Where dues are settled through compromise, assigning such assets to ARC does not arise.
- b. You will then be liable to pay the amount due, to the entity to which the loan/dues have been transferred.
- c. The entity to which the loan/dues have been transferred will continue to report your credit information to the CICs.
- d. We will endeavour to assist you in case you, have a grievance against the entity to which your loan/dues have been transferred by us.

8.17. Electronic Banking

8.17.1 PINs and Passwords

- a. We will conform to internationally accepted standards for PIN generation, storage and terminal security relating to PINs and passwords. This will ensure confidentiality and security for your protection.
- b. We will deliver your PIN to you at our branch after due identification or deliver it at the address we have on record. You may, also at your convenience, generate PIN.
- c. In order to safeguard your account, simple PINs or passwords such as those listed below should be avoided.
 - i. birth dates, months or years;
 - ii. sequential numbers (e.g. 3456);
 - iii. number combinations that may be easily guessed (e.g. 1111);
 - iv. parts of your telephone number;
 - v. parts of numbers in the order in which they are printed on any of your cards;
 - vi. other easily accessible personal data (e.g. driving licence, or other numbers easily connected with you); and
 - vii. names of family members, pets or streets.
- d. You must safeguard your PIN or password -

Do not:

- i. allow anyone else to use your card, PIN, password or other security information;
- ii. write down or record your PIN, password or other security information;
- iii. store your password(s) in your mobile/browser;
- iv. give your account details, password/PIN or other security information to anyone, including those who claim to be authorised representatives of the Bank;
- v. respond to any communication asking for bank account details for any purpose;
- vi. fall prey to fictitious offers/lottery winnings/remittance of cheap funds in foreign currency from abroad by certain foreign entities/individuals,

including Indian Residents acting as representatives of such entities/ individuals. These offers are generally made through letters, e-mails, mobile phones, SMSes, etc.

Always:

- i. memorise your PIN, password and other security information and destroy the written communication, if any, received by you;
 - ii. choose your new PIN carefully, if you change your PIN;
 - iii. choose a 'strong' password and change it regularly;
 - iv. take reasonable steps to keep your card safe in your personal custody and your PIN, password and other security information secret at all times;
 - v. take care to ensure that no-one can see you enter your PIN when you use your card at ATMs or at Points of Sale (POS) counters;
 - vi. inform us of the disclosure or possible disclosure of your PIN or Password as soon as you are aware or suspect your PIN or Password has been disclosed. You should also change your Password/PIN as soon as you are aware or suspect that someone else knows them;
 - vii. consider using a different PIN or Password for different cards or equipment;
 - viii. put in a power-on/access password in your PC/Mobile, screensaver password on your PC, so that no one else can use your PC/Mobile without your consent;
- e. In case someone else knows your PIN or other security information, we will, on your notifying us, take immediate steps to try and prevent these from being misused.

8.172 Internet Banking

- a. We will take all necessary steps to put in place security systems to enable safe access to and transacting through Internet Banking.
- b. We will take appropriate measures to ensure that our Internet Banking system and technology are secure and are regularly reviewed and updated for this purpose.
- c. We will undertake various initiatives to educate you on online security by way of periodic e-mails, through our websites and at various customer touchpoints like ATMs, etc.

- d. We will never ask you in person or in writing (including by e-mail) to confirm your Internet Banking security information or to disclose your password.
- e. When we first give you access to our Internet Banking services, we will tell you where to find the information you need to safeguard your online information and to protect yourself and your own computer from fraud, scams or unauthorised transactions. This information will be updated from time to time.
- f. We will inform you of what procedures you must use to report unauthorised access to your information, accounts or disputed transactions using Internet Banking service and make available to you contact particulars, so you can report the unauthorised activity as soon as you are aware of it.
- g. When you have access to Internet Banking services, we will also inform you of the applicable terms and conditions relating to such services. Detailed Internet Banking terms and conditions will also be available on our website.
- h. All Internet Banking related services and associated charges, if any, will be displayed and available to you online. Charges associated with Internet Banking services will also be available in the tariff schedule.
- i. We will carry out additional authentication process via second factor parameters for financial transactions, as prescribed by the regulator from time to time.
- j. We will send you SMS/e-mail alerts for the financial transactions undertaken by you beyond the specified limit, at the contact details registered with us.
- k. We will send you an SMS/e-mail on all payee/biller registration done on Netbanking.
- l. We will offer you the facility of fixing a cap on the value, mode of transactions and beneficiaries in electronic modes of transactions. We will require an additional authorisation in the event of your changing the options. We will send you an alert when a request for change in the options is received. m. You may opt out of Internet Banking Services at any point of time. However, you must keep us informed of your decision

- and ensure that you complete the requisite formalities.
- n. You will not be liable for losses caused by transactions before your access to Internet Banking facility is activated/made operational.
 - o. In any dispute about receipt of passwords or security information that are not issued to you in person, we will not rely merely on proof of despatch to your correct address as proof that they have been received by you.
 - p. In the event of any unauthorised transaction after you have received the means to access Internet Banking, your liability will be the lesser of:
 - i. the actual loss at the time of notification to us; or
 - ii. the balance that would have been available for withdrawal from your account(s); or
 - iii. the limit you may have set for such transactions;
 - iv. lower of (i) to (iii) or maximum of ₹10,000 (Rupees ten thousand).
 - q. If you advise us as promptly as is reasonably possible that your password or any other security information is or may be known to another person or there has been an unauthorised access to your Internet Banking information or accounts, you will not be held responsible for any loss, from the time you have notified us, unless you have acted fraudulently or negligently or have contributed to such disclosure or unauthorised access.
 - r. If you incur a direct loss that is due to a security breach of our Internet Banking system as a result of our failure to take reasonable care and is not caused or contributed to by you, we will reimburse/compensate you for that loss.
 - s. Online banking is safe and convenient as long as you take a number of simple precautions. Please make sure you follow the advice given below:
 - i. Visit our secure Internet Banking site directly. Avoid accessing the site through a link from another site or an e-mail and verify the domain name displayed to avoid spoof websites.
 - ii. Ignore any e-mail asking for your password or PIN and inform us of the same for us to investigate. Neither the police nor we will ever contact you to ask you to reveal your online banking or

- iii. payment card PINs, or your password information. Log off from Netbanking when your session is complete. Use the 'Log Out' button to log out so that the session closes. Do not just close the window to log off.
- iv. Do not use cyber cafés/shared PCs to access our Internet Banking site.
- v. Update your PC with latest anti-virus and spyware software regularly.
- vi. Instal security programmes to protect against hackers, virus attacks or any malicious programmes.
- vii. Instal a suitable firewall to protect your PC and its contents from outsiders.
- viii. Disable the 'File and Printing Sharing' feature on your operating system.
- ix. Log off your PC when not in use.
- x. Do not store your ID/PIN in the Internet Explorer Browser.
- xi. Check your account and transaction history regularly.
- xii. Follow our advice - our websites are usually a good place to get help and guidance on how to stay safe online.

8.17.3 Mobile Banking

- a. We will take appropriate measures to ensure that our mobile applications are secure and regularly reviewed and updated for this purpose.
- b. Apart from your obligations when using Internet Banking, when using a mobile application or any other form of social media to access banking services you will need to take additional care to protect your device, by:
 - i. not leaving your device unattended and logged into a mobile banking service;
 - ii. locking your device or taking other steps to stop unauthorised use of your mobile banking service;

and

 - iii. notifying us as soon as practicable if your device is lost or stolen.
- c. If you opt for mobile banking services we will, prior to your registration

for the service, inform you of:

- i. the security procedure adopted by us for user authentication;
- ii. the applicability or otherwise of stop payment instructions and the terms and conditions for the acceptance, if any, for the same.

8.17.4 ATM/Debit and Credit Cards

- a. We will offer you an ATM/Debit card if it is normally issued with the type of account you have opted for. You may decline to accept the card if you do not want it.
- b. Where cards are delivered to you personally, we must be satisfied about your identity before allowing cards to be delivered.
- c. We will send a service guide/member booklet giving detailed terms and conditions, losses on your account that you may be liable, if your card is lost/misused and other relevant information with respect to usage of your card along with your first card.
- d. We will inform you which of your accounts your card can access. We will also inform you whether the card issued to you has more than one function and if so, what those functions are.
- e. We will advise you of the current transaction limits that apply at POS counters, ATMs and forex transactions.
- f. We will advise you of the fees and charges that apply to your card.
- g. We will provide 'Online Alerts' to you for all card transactions, respective of the amount. While sending you an alert every time your card is used, we will indicate the telephone number which you can contact to deactivate your card, if the transaction has not been initiated by you/your card has been misused.
- h. We will send you an SMS in the event of 3 consecutive incorrect attempts of login on the same day.
- i. You must always ensure that you have informed us of your current mobile number/e-mail ID, so that you receive alerts promptly. Failure to keep your contact information with us updated may result in your being liable for any loss suffered as a result of misuse of your cards.
- j. When we issue your card we will inform you how best to safeguard your card. For example, you must:
 - i. not leave your card in an unattended wallet, purse or vehicle or anywhere from where it could be removed without being noticed;

- ii. sign your card as soon as you receive it;
- iii. not give your card to anyone or let anyone else use your card Always remember to take your card back after using it;
- iv. inform us if you change your address, so a replacement card is sent to the correct place; and
- v. report the loss or theft of your card as soon as you are aware of it.

8.17.4.1 Reporting loss/theft/disputed transactions

- a. We will inform you of the procedure you must follow to report the loss, theft or unauthorised use of your card or PIN.
- b. We will include in the terms and conditions what your liability will be in relation to the loss or theft of your card or disclosure of your PIN or Password.
- c. We will make available to you telephone numbers/e-mail IDs that you can use to report loss, theft or unauthorised use of your card, PIN or password as soon as you are aware that any such event has occurred.
- d. You should inform us as soon as you discover that your card has been lost or stolen or someone else knows your PIN, password or other security information apart from changing them immediately.
- e. In case your ATM/Debit/Credit card has been lost or stolen, we will, on your notifying us, take immediate steps to try to prevent these from being misused.
- f. You may be liable for misuse until the time that we have been notified.
- g. We will block a lost or misused card immediately on being informed of the loss/misuse. You could tell us about the loss/misuse by phone at our 24 hour toll free number and send us a written confirmation to that effect immediately. You may also send us an e-mail using the e-mail ID we have given you for this purpose. We will send you a confirmation for having blocked usage of the card promptly.
- h. Once you have advised us that your card has been lost or stolen, or your PIN or password disclosed, you will not be responsible for any unauthorised use of your card after that time. This protection will not apply if you have acted fraudulently or negligently.
- i. In the case of a disputed transaction, we will give you more details, if you ask us to do so. In cases where we do not accept your contention, it will be our responsibility to provide evidence of your having authorised

- the transaction in question.
- j. If you notify us of an incorrect, invalid or unauthorised transaction, we will investigate the matter. If the transaction is found to be incorrect, invalid or unauthorised we will reverse the transaction as per the chargeback process.
 - k. You will not be liable for losses before you receive your card or, if applicable, your PIN and password, provided you have notified us of your current address. In any dispute about receipt of a card, PIN or password that is not issued to you in person, we will not rely on proof of despatch to your correct address as proof that the Card, PIN or password was received.
 - l. You will not be liable for loss caused by:
 - i. fraudulent or negligent conduct by our employees or agents or parties involved in the provision of electronic banking services;
 - ii. faults that occur in machines, cards or systems used, unless the faults are obvious or advised by message or notice on display;
 - iii. unauthorised transactions before you have received your cards, PIN or password;
 - iv. any other unauthorised transaction where it is clear that you could not have contributed to the loss.
 - m. You will be liable to pay not more than ₹10,000/ (Rupees ten thousand) for any loss that occurs before you notify us. However, this limit will not apply if:
 - i. you have acted fraudulently or negligently; or
 - ii. you have contributed to the unauthorised use of your card.
 - n. In the event that the clause above applies, your maximum liability will be the lesser of:
 - i. the actual loss at time of notification; or
 - ii. the maximum amount that you would have been entitled to withdraw from your account between the time your card was lost/stolen and the time you notified us.
 - o. You will have a limited time to dispute a transaction. We will inform you of this time in the terms and conditions. Failure to report the incorrect, invalid or unauthorised transaction within that time will mean that we cannot reverse the transaction and you will have to pay

- for it. There are limited circumstances under which we can reverse a credit card transaction, particularly where the rules of a credit card company apply. For example, we cannot reverse a credit card transaction where there is a dispute with the merchant as to the quality of the goods and services, or you have changed your mind about the quality of the goods and services or an error has been made by you or the merchant on a debit card transaction.
- p. We will display the telephone numbers of the help desk/contact persons of the ATM owning bank at ATM locations to enable you to lodge a complaint/seek redressal.
 - q. We will also display the name and telephone number of the officials with whom the complaint can be lodged.
 - r. We will reimburse amounts wrongly debited in failed ATM transactions within the prescribed time limit. For any delay beyond the prescribed time limit, we will pay compensation as prescribed, provided the claim is lodged with us i.e. the ATM card issuing bank within 30 days of the transaction.
 - s. In case of disputed ATM transactions, we will retain the relevant camera footage till the dispute is settled. Access to such footage will be available only if the dispute is raised within the prescribed preservation period of such records.

8.175 Credit Card

- a. When you apply for a credit card, we will explain the relevant terms and conditions such as fees, interest and other charges, billing and payment, method of computation of overdues, financial implications of paying only 'the minimum amount due', renewal and termination procedures, and any other information that you may require to operate the card.
- b. We will give you a copy of the Most Important Terms and Conditions (MITC) at the time of application.
- c. We will advise you of our targeted turn around time while you are availing/applying for a credit card.
- d. We may also issue a deactivated (not ready to use) credit card if we consider your profile appropriate for issuing credit card and

such deactivated card will become active only after you convey your acceptance of the card and take steps for its activation as required and subject to such other conditions as may be specified.

- e. In case we activate the card without your consent or bill you for the card for which you have not given your consent, we will not only reverse the charges forthwith but will also pay a penalty amounting to twice the value of the charges reversed.
- f. We will extend a loan/credit facility or enhance the credit limit on your card only with your consent in writing. Consent received through electronic means where you specifically validate the transaction and having read the MITC and where digital records of such consent can be retrieved as a proof of consent will also be treated as consent.
- g. We may issue an add-on card(s) to the person(s) nominated by you. We will, at your request, set a credit limit (within the overall limit) for the add-on card(s) issued to you. You will be liable for all transactions made by such additional cardholders.
- h. If the limit on your credit card is proposed to be reduced, we will inform you immediately including the reason therefor, by SMS/e-mail followed by confirmation in writing.
- i. We will ensure that we comply with your request for cancellation and confirm cancellation/closure of the credit card to you within 7 working days of the request being received in writing or through an e-mail ID registered with us, provided that the outstanding amount, if any, is settled/paid.

8.17.5.1 Credit card statements

- a. To help you manage your credit card account and check details of purchases/cash withdrawals, we will send you a monthly statement, free of cost, with details of the transactions made with/using your credit card. The credit card statement will be dispatched on a predetermined date every month, by post/courier to your mailing address or, if you so desire, by e-mail to the address registered with us. The statement will also be made available for viewing on Internet Banking.
- b. In the event of non-receipt of this statement, we expect you to get in touch with us so that we can arrange to resend the details to enable you to make the payment and highlight exception, if any, in a timely manner.

- c. We will let you know/notify changes in schedule of fees and charges and terms and conditions. Normally, changes (other than interest rates and those which are a result of regulatory requirements) will be made with prospective effect after giving notice of at least one month. The changes will be notified along with the monthly statement of account or copy thereof.
- d. Before reporting to Credit Information Company about default status of a credit cardholder, we will adhere to a procedure approved by the Board, including issuing of sufficient notice to the cardholder.

8.18. Third Party Products

We will undertake to sell third party products like mutual funds, insurance, etc. only if we are authorised to do so. We will have a Board approved policy regarding marketing and distribution of third party financial products.

- a. We will inform you if we, as agents of any investment/ asset management company or insurance company, offer any type of investment product including mutual funds or insurance products.
- b. We will ensure that all investment and insurance products we are selling are in accordance with extant rules and regulations.
- c. When you avail a banking service or product from us, we will not compel you to purchase/subscribe to any third party product as a quid pro quo.
- d. In the case of securities provided by you for loans availed from us, we will not insist on your obtaining insurance cover from any particular provider/same organisation. Obtention of insurance products if any offered by us will be purely on voluntary basis. You will be free to obtain insurance cover from a service provider of your choice.
- e. We will, at regular intervals, educate you by way of advertisement/notice board/information on website/distribution of pamphlets etc. the benefit of the products being sold at our branches, unless you have opted not to receive such information.
- f. We will ensure that all investment and insurance products sold at the branches will be explained to you by personnel who are duly qualified to sell the products.
- g. We will apply appropriate customer due diligence measures before selling investment/insurance products to you.
- h. We will sell a product to you if we believe it is suitable and appropriate for you.

- i. We will obtain the requisite application and documentation for a product offered only after you have consented to subscribe/avail of the product, in writing or through authenticated electronic means/after necessary validation.
- j. We will provide detailed terms and conditions of the product which is being offered to you.
- k. We will ensure that the charges for related service for selling of various products will be displayed and made available to you.
- l. We will ensure that the statement/policy documents will be delivered to you within 30 days from the completion of all the formalities (including medical examination) as per the scheme.
- m. We will arrange to provide maximum possible 'After Sales Service' like reminder of SIP, latest NAV, date of maturity, due date of payment of premium, etc.
- n. We will arrange for you to have at periodical intervals information on the performance of the scheme/products you have availed.
- o. We will disclose details of all commissions/other fees received, if any, from mutual fund/insurance/other financial companies for marketing their products.

8.19 Credit Counselling Facility

We will endeavour to provide credit counselling facility. Wherever such facility is available, we will display, at our branches in a particular centre, the address, timings, etc. of the counselling centres set-up by any bank at that centre to enable you to avail of the service.

8.20 Getting Records

We will, on request, make available to you, at a cost, records pertaining to your transactions, provided this is within the prescribed preservation period of such record.

9. Branch Closure/Shifting

- a. If we plan to close our branch or if we move our branch or we are not able to continue to provide banking services to you, we will give you:
 - i. notice of two months if there is no branch of any bank functioning at that centre;
 - ii. notice of one month in all other cases.

- b. In case we shift the branch, we will inform you of the complete address of the new location of our branch.
- c. We will inform you of any change in the timings of the working of the branch.

10. Financial Inclusion

- a. We will make available 'Basic Savings Bank Deposit Account' (BSBDA) without the requirement of any minimum balance subject to compliance with the instructions on Know Your Customer (KYC)/ Anti-Money Laundering (AML) for opening of bank account sissued by RBI from time to time. We will also offer/provide minimum common facilities including the facility of ATM card or ATM-cum-debit card without any charges, which will be made known to you. The relevant details will be made known to you in a transparent manner at the time of opening of the account.
- b. We will also extend the facility of opening such accounts on the basis of simplified KYC norms. However, such accounts will be additionally treated as 'Small Accounts' and subjected to restrictions which will be made known to you in an easy to understand manner and in the local language.
- c. We will also prominently display in all our branches in bilingual/ trilingual the requirements for opening 'Basic Savings Bank Deposit Account' and also the documentation required under simplified KYC norms for opening 'Small Account'.
- d. We will also take steps, including training, to create awareness about the above among our staff, particularly the frontline staff. We will make available, free of cost, basic banking facilities like maintaining of accounts with a specified number of withdrawals in a month, general credit card and transfer of benefits from State and Central Governments through electronic platforms.
- e. We will make available, free of cost, basic banking facilities like maintaining of accounts with a specified number of withdrawals in a month, general credit card and transfer of benefits from State and Central Governments through electronic platforms.
- f. We will provide value added services, if so desired, by you either free of cost or with low charges, to be notified upfront in the language

- known and understood by you.
- g. If there are any changes in the services, transactions or the charges, these will be made known at least one month prior to these becoming effective.
 - h. The changes, if any, will be communicated through means appropriate to you, such as by display in the notice board of the branch, or through the business correspondent or through letters, etc.
 - i. Where we do not have a branch, we will endeavour to have a Business Correspondent (BC)/Business Facilitator (BF) in unbanked areas as per guidelines and road map agreed to, if any, with Reserve Bank of India to enable the opening of accounts, deposit and withdrawal of money, subject to amount and number of transactions, balance enquiry, etc., as also to facilitate transfer of money from one place to another.
 - j. We will also endeavour to provide mobile banking facilities.
 - k. We will also endeavour to provide other modes of remittance including mobile phones, electronic platforms like NACH, NEFT, etc.
 - l. We will be responsible for all acts of omission and commission of the BC/BF and any complaint lodged against them will be investigated.
 - m. We will offer, in case of need, a credit facility at affordable cost, subject to terms and conditions which will be made known to you at the time of applying for the credit facility.
 - n. We will explain to you the various credit plans available, including minimum information which the Bank may need for processing your loan application, the most important terms and conditions applicable to such loans, the security which may be charged to the Bank, the manner and periodicity of application of interest, repayment procedure, etc.
 - o. We will not insist on collateral security for credit limits upto Rupees one lakh (excludes loans to MSE customers where higher collateral free limit of ₹10 lakh is applicable).
 - p. In case you face any financial difficulty in relation to the credit facility availed by you, we will consider such cases sympathetically and positively.
 - q. You may keep us informed of any financial difficulty you may face, as above, to help us assist you overcome your difficulties.
 - r. We will endeavour to help you to overcome your difficulties by, where

desirable, drawing up a revival package, if such package is considered desirable in the interest of both of us.

- s. We will educate and guide the account holders the manner of operating bank accounts either under normal branch banking or through alternate channel including using devices under Information and Communication Technology (ICT) enabled platforms.
- t. We will undertake financial literacy activities to educate customers.
- u. We will organise camps, stalls and town hall events to promote the cause of financial inclusion in towns and villages with participation by the target group.
- v. We will introduce a mechanism in the Bank to educate our staff across levels about the financial inclusion efforts in the country in general and in the Bank, in particular.
- w. We will put in place a system of regular/ongoing visits by the Bank's officials to the unbanked areas where financial inclusion initiatives have been undertaken to ensure end implementation of the bank's efforts.
- x. We will endeavour to attend promptly to your complaints, if any and resolve them at the earliest.
- y. In case you have any grievance about the Bank or its BC/BF, we will make known the manner of lodging complaints and the mechanism in the Bank for resolution of complaints, as also the Banking Ombudsman Scheme, in case your complaint is not resolved or resolved to your satisfaction by the Bank.
- z. We will give wide publicity to the financial inclusion programme and educate the customers about various products and services.

11. Senior Citizens and Differently Abled Persons

- a. We will make our best efforts to make it easy and convenient for our special customers like senior citizens, differently abled and illiterate persons to bank with us. This will include making convenient policies, products and services for such applicants and customers.
- b. We will endeavour to develop systems and procedures to improve access to banking services by you.
- c. We will endeavour to make physical access to our branches and ATMs convenient for you.

- d. We will sensitise our staff interacting with you to assist you in carrying out your banking transactions.
- e. In addition to all the other commitments made in this Code:
 - i. We will accord due priority to you. We will endeavour to provide you personalised services for banking transactions and redressal of grievances.
 - ii. We will endeavour to provide seating arrangements in the banking hall.
 - iii. We will endeavour to provide you our services through a single window mechanism.
 - iv. We will permit withdrawal of your funds, upto limits set by you, by persons authorised by you on production of the authorisation letter and passbook.
 - v. We will endeavour to provide 'Doorstep' banking (pick-up of cash/instruments for credit to the account or delivery of cash/demand drafts against issue of cheque/requisition in writing) in special circumstances like ill health, inability to come to the branch, etc.
 - vi. We will issue a pension slip to you (pensioners) containing details of the pension credited to your account.
 - vii. We will endeavour to arrange to disburse the pension at the doorstep, in special circumstances.
 - viii. We will accept the Life Certificate that is required to be submitted by you (pensioners) at any branch of our bank.
 - ix. We will guide relatives/parents of disabled persons on how to appoint a legal guardian, under the National Trust Act, 1999, for disabled persons with autism, cerebral palsy, mental retardation and multiple disabilities who can then open and operate accounts for such persons.
 - x. We will ensure that all the banking facilities such as cheque book facility, ATM facility, net banking facility, locker facility, retail loans, credit cards etc., are invariably offered to the visually challenged without any discrimination.
 - xi. We will render all possible assistance to the visually challenged

for availing various banking facilities.

- xii. We will endeavour to arrange regular meetings, so that you may voice your concerns and benefit from collective experience.

12. Protecting your Accounts

12.1 Secure and reliable banking and payment systems

- a. We will make best efforts to ensure that you enjoy secure and reliable banking and payment systems and which you can trust.
- b. We will instal CCTV, wherever feasible, for close surveillance as part of security arrangements.

12.2 Keeping us up-to-date

- a. Please make sure you register your current address, phone number, mobile phone number and/or e-mail ID with us to enable us to send you necessary alerts.
- b. Please make sure you let us know, promptly, when you change your name, address, phone numbers and e-mail ID so that we are able to contact you when required.

12.3 Checking your account

- a. We recommend that you check your statement or passbook regularly. If there is an entry, which seems to be wrong, you should tell us as soon as possible, so that we can investigate the same. Regular checks on direct debits and standing orders will help you ensure the money is going where you want it to.
- b. If we need to investigate a transaction on your account, you should co-operate with us and with the police/other investigative agencies if we need to involve them.

12.4 Taking care

Due care by you of your cheques, passbook and other security information is essential to help prevent fraud and protect your accounts. Please make sure that you follow the advice given below:

- a. Do not
 - i. keep your cheque book and cards together;

- ii. keep the blank cheque leaves signed;
- iii. give your account details, password or other security information to anyone;
- b. We will advise you what you can do to protect your card/chequebook from misuse.
- c. In the event your cheque book, passbook or ATM/Debit card has been lost or stolen, or that someone else knows your PIN or other security information, we will, on your notifying us, take immediate steps to try to prevent these from being misused. You should also change your PIN/ password if someone else knows them.
- d. It is essential that you tell us as soon as you can if you suspect or discover that your cheque book, passbook, card has been lost or stolen or someone else knows your PIN, password or other security information.
- e. You could tell us about the loss of the above by phone at our 24 hour toll free number given to you and send us a written confirmation to that effect immediately. Alternatively, you may advise us by e-mail to the address we have given you for this purpose.
- f. You may be liable for misuses until the time that we have been notified.

12.5 Cancelling payments

- a. To stop payment of a cheque or cancel standing instruction given, or cancel a direct debit instruction, you must tell us in writing.
- b. We will accept any instruction on withdrawal of mandate by you without necessitating you to obtain the prior concurrence/approval for withdrawal from the beneficiary/user institution.
- c. It may not be possible to cancel payments if you do not give notice of your decision to cancel.
- d. Cancellation of credit card payments will be subject to other terms and conditions as may be stipulated.

12.6 Liability for losses

If you act fraudulently, you will be responsible for all losses on your account. If you act without reasonable care, which results in losses, you may be responsible for them.

Annex – Glossary

These definitions explain the meaning of words and terms used in the Code. They are not precise legal or technical definitions.

ATM

An Automated Teller Machine [ATM] is a machine in which a customer can use his card along with PIN to get cash, information and otherservices.

Banking Ombudsman

An independent dispute resolution authority set-up by the Reserve Bank to deal with disputes that individuals and small businesses have with their banks.

Card

A general term for any plastic card, which a customer may use to pay for goods and services or to withdraw cash. In this Code, it includes debit, credit, smart and ATM cards.

Credit Card

A credit card is a plastic card with a credit facility, which allows you to pay for goods and services or to withdraw cash.

Cheque Collection Policy

Cheque collection policy refers to the policy followed by a bank in respectof the various local and outstation cheques and instruments deposited with the Bank for credit to an account. The policy inter alia deals with:

- cheque purchase requests;
- timeframe for credit of cheques;
- payment of interest in case of delay in collection of cheques;
- instant credit of local and outstation cheques;
- cheques/instruments lost in transit and charges for such collection

Customer

A person who has an account [including a joint account with another person or an account held as an executor or trustee or as a Karta of an HUF, but not including the accounts of sole traders/proprietorships, partnerships, companies, clubs and societies] or who avails of otherproducts/services from a bank.

Current Account

A form of demand deposit wherefrom withdrawals are allowed any number of times depending upon the balance in the account or upto a particular agreed amount.

Deceased Account

A deceased account is a deposit account in which case either the single accountholder has deceased or in case of joint accounts one or more of joint accountholders has/have deceased.

Demat Account

A demat account refers to dematerialised account and is an account in which the stocks of investors are held in electronic form.

Deposit Accounts

- 'Savings deposit' means a form of demand deposit which is subject to restrictions as to the number of withdrawals as also the amounts of withdrawals permitted by the bank during any specified period
- 'Term deposit' means a deposit received by the Bank for a fixed period withdrawable only after the expiry of the fixed period and includes deposits such as Recurring/Double Benefit Deposits/Short Deposits/Fixed Deposits/Monthly Income Certificate/Quarterly Income Certificate etc
- 'Notice deposit' means term deposit for specific period but withdrawable on giving at least one complete banking day's notice

Equity

Equity means a part of capital of a corporate entity which is represented by the shares of the company whether in physical or in dematerialised form.

Electronic Clearing Service

It is a mode of electronic funds transfer from one bank account to another bank account using the services of a Clearing House.

Fixed Rate of Interest

Fixed rate of interest on a loan means that interest rate is fixed for the entire period of the loan or it may be revised after the first few years depending upon the terms and conditions of loan.

Floating Rate of Interest

Floating rate of interest on a loan means that interest rate is not fixed but is linked to Reference Rate and would vary with changes in the latter.

Guarantee

A promise given by a person.

Government Bond

Government bond means a security created and issued by the government for the purpose of raising a public loan.

Inoperative/Dormant Account

An inoperative/dormant account is a savings bank or current account in which there are no transactions for over a period of two years.

Mail

A letter in a physical or electronic form.

NEFT

National Electronic Funds Transfer (NEFT) system is a nationwide funds transfer system to facilitate transfer of funds from one bank branch to any other bank branch in the country.

Nomination Facility

The nomination facility enables the Bank to: make payment to the nominee of a deceased depositor, of the amount standing to the credit of the depositor; return to the nominee the articles left by a deceased person in the Bank's safe custody; release to the nominee of the hirer, the contents of a safe deposit locker, in the event of the death of the hirer.

Out-of-date [stale] cheque

A cheque, presented for collection, three months after the date of issue of the cheque.

PAN

The Permanent Account Number is an all India unique number having ten alphanumeric characters allotted by the Income Tax Department, Government of India. It is issued in the form of a laminated card. It is permanent and will not

change with change of address of the assessee or change of assessing officer.

Password

A word or numbers or a combination on an access Code, which the customer has chosen, to allow him to use a phone or Internet Banking service. It is also used for identification.

PIN [Personal Identification Number]

A confidential number, use of which along with a card allows customers to pay for articles/services, withdraw cash and use other electronic services offered by the bank.

RTGS

The acronym 'RTGS' stands for Real Time Gross Settlement. RTGS system offers the fastest means of transfer of funds through banking channel. Settlement of transactions under RTGS takes place on one-to-one basis, which is termed as 'gross' settlement and in 'real time' i.e. without any waiting period.

Reference rate

It is the benchmark rate of interest of a bank to which interest on loans sanctioned under floating rate of interest is linked. The Reference rate of interest is determined/modified by individual banks in accordance with their policies.

Senior Citizen

Senior citizen is a person of over sixty years of age.

Smart Card

A smart card is a plastic card about the size of a credit card, with an embedded microchip which can process data. It provides a secure way of identification, authentication and storage of data. It can be used for telephone calling, electronic cash payments, and other applications.

Tariff Schedule

A schedule detailing charges levied by a bank on the products and services offered by it to its customers.

Unpaid Cheque

This is a cheque, which is returned 'unpaid' [bounced] by the Bank.

The Code has been evolved by the Banking Codes and **Standards Board of India (BCSBI)** in collaboration with the Reserve Bank of India, Indian Banks' Association and member banks. The central objective of the Code is promoting good and fair banking practices, setting minimum standards, increasing transparency, achieving higher operating standards and above all, promoting cordial banker-customer relationship which would foster confidence of the common man in the banking system.

BCSBI was set up in February 2006 as an autonomous institution 'to monitor and ensure that the Banking Codes and Standards adopted by the Banks are adhered to in true spirit while delivering their services'.

BCSBI has evolved two sets of Codes – **Code of Bank's Commitment to Customers and the Code of Bank's Commitment to Micro and Small Enterprises**. These Codes have been adopted by member banks of BCSBI which include scheduled commercial banks, urban co-operative banks and regional rural banks.

BCSBI by its design and mandate is not a grievance redressal forum. However, BCSBI looks at complaints with a view to identifying systemic deficiencies, if any, in terms of gaps in policies, procedures and practices at the Banks and initiates action for their rectification.

For further information about BCSBI please log on to the website www.bcsbi.org.in

Your Voice Matters

Did we put a smile on your face?

At HSBC, customer delight is a priority. If you are happy with our services, we would love to hear about it. It would only encourage our employees to serve you better.

Kindly visit the website and share your valued compliments:

www.hsbc.co.in/1/2/miscellaneous/compliments

Providing Feedback

Your feedback helps us strengthen things that we are doing well and at the same time, improve on areas where we need to do better. If you have a suggestion about how we can improve our services, kindly visit the website:

www.hsbc.co.in/1/2/miscellaneous/compliments

Thank you for taking time to share your views with us. It will help us serve you better.

Expect more from HSBC

At HSBC, we want to make sure that you get only the very best of service from us - service which you, our valued customer, deserves.

If at any stage, you feel that our service level is not upto your expectations, here is what you can do:

L 1

You may visit our website www.hsbc.co.in to make a complaint

OR

**E-mail us at complaints.india@hsbc.co.in

OR

Write to:

The Manager, Customer Care Centre,
The Hongkong and Shanghai Banking Corporation Limited,
Rajalakshmi, No. 5 and 7, Cathedral Road,
Chennai - 600 086.

Banking customers may contact the customer service executive(s) at our branches or write to the Branch Manager explaining the details of their issues. Please visit the Bank's website www.hsbc.co.in to locate the branch nearest to you.

Credit card customers may contact HSBC's PhoneBanking. Please visit the Bank's website www.hsbc.co.in for a list of PhoneBanking numbers. In case you wish to reach out with a complaint on your demat account, please write to retaildematqueriesinm@hsbc.co.in

In case you have any complaints regarding an RTGS or NEFT transaction that you had initiated, please contact the Customer Facilitation Centre (CFC) of the respective beneficiary bank. For details of CFC of member banks, please visit our website www.hsbc.co.in/1/2/miscellaneous/grievance-redressal

We will respond to your complaint within 10 days.

L 2

If you are not satisfied with the resolution which you receive or if you do not hear from us within 10 days, please write to the Regional Nodal Officers of the Bank. Please visit the Bank's website www.hsbc.co.in for contact details of our Regional Nodal Officers. Kindly quote the reference number provided to you in your earlier interaction with the Bank, along with your account/card number to help us understand and address your concern.

OR

You may also contact the Nodal Officer Team between 9:30 AM and 6:00 PM, Monday to Friday on contact number: +91 44 - 4594 1217, +91 44 - 3340 1217, +91 044 - 3911 1217,

Fax number: +91 - 044 - 3013 4046

OR

You may log into the HSBC Internet Banking and send a message to the Nodal Officer by selecting the message option 'Nodal Officer'.

We will respond to your complaint within 10 days.

L 3

If you are not satisfied with the response that you receive from the above or if you do not receive a response within 10 days, you may contact the Office of the Chief Nodal Officer whose details are provided below:

Ms. Prashanti Nagarkatti,
Chief Nodal Officer,
The Hongkong and Shanghai Banking Corporation Limited,
NESCO - IT Park Building 3,
9th Floor, Nesco Complex,
Western Express Highway, Goregaon (East),
Mumbai - 400 063.

E-mail: pnohsbcbank@hsbc.co.in

We will respond to your complaint within 10 days.

Please visit the Bank's website www.hsbc.co.in for their contact details of Code Compliance Officers and the Senior Management.

Escalation to Banking Ombudsman

In the event that you do not receive any response within one month from the date the Bank first received your representation or if you are dissatisfied with the response given by the Bank, you may write to the Banking Ombudsman for an independent review. The Banking Ombudsman is a statutory body appointed by the Reserve Bank of India under its Banking Ombudsman Scheme 2006, to look into the provision of satisfactory service by banks. You can get details on the Banking Ombudsman Scheme on our website www.hsbc.co.in (grievance redressal section) or by visiting any of our branches.

Note:

Please quote the **complaint reference number** provided by our Customer Service Officer, in case you wish to correspond further on the same issue.

****We recommend that you send an e-mail to us via secured channel i.e. by logging to your Internet Banking account. This is to ensure that we maintain customer confidentiality and security.**

Thank you for taking the time to share your feedback with us.

HSBC PhoneBanking numbers

HSBC PhoneBanking numbers in India: 1860 108 7788/1860 500 2277
For calls from overseas to India: +91 - 22 - 6680 0001

For complete list of our branches refer our website www.hsbc.co.in