

IMPORTANT TERMS AND CONDITIONS

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 cardholders 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 ₹500) 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 30 days
- 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

HSBC Maharashtra GST No. - 27AAACT2786P3ZL
 Address: 52/60, Mahatma Gandhi Road, Fort, Mumbai - 400 001.
 HSN (Harmonised System Nomenclature) Code: 997113 - Credit Card services

- 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	NIL
Standard Annual fees	₹750 (Waived off for annual spends of ₹100,000 or more). Fee will be charged at the end of the anniversary year and will be reversed off subsequently on meeting the spend criteria
Standard annual fees for Add-on card	NIL
Free credit period	Up to 45 days Please note that the free credit period is not valid if any balance of the previous months' bills are outstanding
Finance charges on extended credit	3.49% per month (41.88% per annum) computed from the date of transaction or at such modified rates as decided by HSBC from time to time
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 minimum of ₹100. Interest will be charged on the extended credit as per terms and conditions
Duplicate statement (older than 3 months)	NIL
Charge in case of bounced cheque, dishonoured SI or unsuccessful payment through NACH	₹500
Cash advance limit (against credit card account) Transaction fee for cash advances against your credit card account at branches and ATMs	As communicated in your monthly card statement 2.5% of transaction amount (subject to a minimum amount of ₹500)

Transaction fee for cash withdrawal against your bank account at ATMs overseas	₹100 at ATMs overseas
Out-of-town cheque processing/ collection charge	NIL
Overlimit fee	₹500 per month
Late payment fee (Charged if minimum amount due does not reach HSBC by payment due date)	100% of the minimum payment due (subject to a minimum of ₹250 and a maximum of ₹1,200 per month)
Sales slip retrieval/charge back processing fee	₹225 per month.

- 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 4 April	₹100.00
Balance carried forward (revolved)	₹1,900.00
Interest calculations: (1.99% p.m.)	
a) Interest on ₹1,200 for 35 days (from 1 March to 4 April)	₹48.19
b) Interest on ₹800 for 26 days (from 10 March to 4 April)	₹23.86
c) Interest on ₹1,900 for 15 days (from 5 April to 20 April)	₹32.70
Total interest charged in the 20 April statement	₹104.75
GST @ 18.00% on Interest	₹18.85
Outstanding due in 20 April statement	₹2,023.6

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.

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 30 days. 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 (20% 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.

d. 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 3.49% per month (41.88% per annum) or at such modified rates as decided by the Bank from time to time

e. Late payment fee:

Late payment fee (Charged if the minimum amount due is not credited in the card by the payment due date) is 100% of the Minimum Payment Due (MPD) - Subject to minimum fees of ₹250 and maximum fees of ₹1,200 per month. Please note that the Late Payment Fees is levied only if the Minimum Payment Due is not paid by the due date.

Illustrative examples of how Late Payment Charges are calculated -

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 (7 December) to ensure that no late payment fees are levied. Late payment fees will be levied as per the illustration in the table given below:

MPD	Late payment charges	Description
₹100	₹250	100% of MPD i.e. on ₹100 is ₹100. Since the minimum fee is ₹ 250, the late payment fee levied will be ₹250.
₹250	₹250	100% of MPD i.e. on ₹250 is ₹ 250, hence the late payment fees levied would be ₹250.
₹500	₹500	100% of MPD, i.e. ₹500 is ₹500, hence the late payment fees levied would be ₹500.
₹1,500	₹1,200	100% of MPD, i.e. on ₹1,500 is ₹1,500. However since maximum fee applicable is ₹1,200, the late payment fee levied would be ₹1,200.

2. CREDIT LIMITS

1. The credit limit and cash withdrawal limit (20% 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.
2. Credit limit means the limit up to which the Card Member is authorized to spend on his Credit Card. This limit is specified in the mailer accompanying your HSBC Credit Card.
4. The credit limit approved on the account is shared between the primary cardholder and the add-on Cardholders.
5. The available credit limit on your credit card account is the applicable credit limit less the 'Total Amount Due'. The Cardholder should refer to the Bank to ascertain the available credit limit at any point in time. The available credit limit is also 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. 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.

For certain transactions on the credit card, with an objective to enhance customer experience, accounts will be allowed to transact higher than the credit limit (up-to 145% for Premier credit cards and up-to 130% for non-premier credit cards), considering the bank's internal policy and risk assessment. These additional limits maybe revised from time-to-time and shall be suitably amended in this section.

We may, for your convenience authorise transactions in

certain circumstances above your total credit limit.

An OverLimit Charge as enumerated in the Tariff of Charges section of the Most Important Terms and Conditions shall be levied for such transactions which exceed your credit limit.

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. 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 cardholders account since the last statement. Non-receipt of the statement would not affect the cardholders 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 3.49% per month (41.88% per annum) 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 - 400 001
- Cash payment: Cash payments can be made at any

HSBC branch in India

- Standing instruction: If the Cardholder is an accountholder 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 Cardholders 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 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 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 up to the date of the most recent statement of account except, for transactions the Cardholder gave notice of in accordance with this section

- For reporting billing discrepancies, Cardholders can either call the customer service centre (numbers are provided on the reverse of the monthly statement or 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 up to your expectations, 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 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 outstanding 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:
 - i. The whole of the outstanding balance (including unbilled transactions) will become immediately due and payable to HSBC.
 - ii. HSBC will become entitled to recover the total outstanding from the estate of the Cardholder.
- As per Reserve Bank of India guidelines, we provide credit information relating to our credit cardholders to Credit Information Companies (CICs) 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 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 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
- 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

- If the credit card is lost/stolen, the cardholder should report it to HSBC immediately in writing or by calling HSBC PhoneBanking Officers. The Bank is merely acting as a facilitator in taking up the dispute through Visa® to the concerning merchant. The Bank is thus not liable for the outcome of the investigation
- The Cardholder will not be held liable for any transaction made on the credit card after reporting the loss/theft/misuse to HSBC
- 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
- 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

stripe

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 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 authorized 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

- 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
- All and any disputes arising from the Instant EMI 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 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

CBC (MITC) 1/1/20