General Terms and Conditions for the 30 Day Service Pledge Programme

• The ‘30 Day Service Pledge’ Programme (Programme) initiative is offered from 16 September 2013

• The following products, purchased from or through The Hongkong and Shanghai Banking Corporation (HSBC/The Bank) are eligible under the Programme as per the details mentioned in the specific product terms and conditions:
  – Home Loans
  – Personal Loans
  – Mutual Funds (Investment transactions)
  – Demat Accounts
  – Savings and Current Accounts

• This Programme is applicable to customers holding individual accounts with HSBC under the eligible products mentioned above, who have successfully applied for and availed of the eligible products or conducted the mutual fund transactions listed above, in their own name

• For the purpose of the Programme, the ‘30 days’ shall refer to ‘30 calendar days’

• To be eligible for a refund/waiver of charges or fees under the Programme, details of which are provided in the product specific terms and conditions, the refund/waiver request must be submitted within 30 calendar days of the purchase of the product or mutual fund transaction date or start date, as specified in the product terms and conditions of the eligible products. The refund/waiver request will be processed and the refund/waiver of such specified charges or fees will be made within 30 calendar days from the date of receipt of the complete request, or the days specified for each product under the relevant terms. For mutual fund transactions, the refund would only be limited to the extent of fees/charges for the transaction and mutual fund unit would be redeemed at the applicable net asset value on the date of redemption.
In case a customer receives any promotional offer or gift or voucher, etc. on account of the purchase of an eligible product/service, which the customer requests to cancel and applies for refund/waiver under the Programme, the same (promotional offer/gift or voucher, etc.) will be recovered from the customer. Either, the said promotional offer/gift or voucher, etc., will need to be returned to the Bank in a condition acceptable to the Bank at the time of submitting the refund/waiver request or HSBC will be within its rights to charge the full market value of the said offer or gift, etc., under the Programme. Please refer to product specific terms and conditions for applicable terms.

While availing of the benefits under the Programme, the customer is required to specify that the product is being surrendered or cancellation is being requested under the Programme, in order to avail of the benefits outlined under the Programme and as per its applicable terms. The process of surrender or cancellation as stipulated by the Bank under the Programme for the specific products will have to be adhered to.

By participating in this Programme, the customer accepts all the terms and conditions of the Programme in totality, including the specific product related terms and conditions. The tables and footnotes to these terms and conditions set out in the webpage/leaflet pertaining to the Programme, shall for all purposes form part of these terms and conditions.

HSBC reserves the right to amend these terms and conditions and this Programme may be withdrawn at HSBC’s discretion with the necessary communication to its customers.

In the event of any dispute arising from the Programme, the decision of HSBC shall be final and conclusive. The existence of a dispute, if any, shall not constitute a claim against HSBC.

If HSBC, at its sole discretion, determines that a claim does not fall within the scope of the Programme, is not legitimate or amounts to an abuse of the Programme, HSBC reserves the right to reject the application, refuse to make the refund/waiver or otherwise credit the customer’s account(s) with the service fees or charges, as shall be applicable under the eligible product and HSBC’s decision in this regard shall be final and conclusive.

All decisions in respect of the Programme shall be at the sole discretion of HSBC and the same shall be final and binding.

These terms and conditions are subject to prevailing regulatory requirements.

The Programme is subject to force majeure events.

Tax or other financial or regulatory implications as a result of the transactions, if any, will be borne by the customer.
• The customer shall be liable to the Bank and under any other regulations and stipulations, with regard to the products availed of, and for the transactions including mutual fund transactions, during the duration of the product held and the transactions including mutual fund transactions done with the Bank

• These terms and conditions are applicable to the Programme, and the product terms and conditions relating to the specific product areas under the Programme, will take precedence over the terms and conditions of the respective products that may have been executed with the Bank at the time of applying for the products or conducting the transactions

• Any external or third party charges borne by the customer will not be refunded by the Bank, and any external or third party charges applicable will have to be borne by the customer

• Any account that is blocked due to regulatory reasons or based on communication received from government or statutory or regulatory authorities or enforcement agencies or such, will not be considered to be eligible under this Programme

• Any disputes arising out of this Programme shall be subject to the exclusive jurisdiction of courts in Mumbai only