

HSBC Amanah Cash Instalment Plan Online Offer Terms and Conditions (2019 Edition)

1. HSBC Amanah Malaysia Berhad (Company No. 807705-X) will be referred to as “HSBC Amanah”.
2. HSBC Amanah Cash Instalment Plan Online Offer (“Programme”) shall run from 1 January 2019 – 31 December 2019, both dates inclusive (“Programme Period”) and is open only to HSBC Amanah Primary Credit Cardholders of the following Credit Cards-i: Premier World MasterCard Credit Card-i, MPower Visa Platinum Credit Card-i and MPower Visa Credit Card-i issued by HSBC Amanah;

(hereinafter referred to as the “Participating HSBC Amanah Credit Card(s)-i”)

EXCEPT for the following categories of persons:

- i. Cardholder(s) of HSBC Bank Credit Cards-i that are issued by HSBC Bank Malaysia Berhad; and/or
- ii. Cardholder(s) of HSBC Amanah Credit Cards-i that are not issued in Malaysia; and/or
- iii. Cardholder(s) of invalid or cancelled HSBC Amanah Credit Cards-i and/or whose accounts are delinquent within HSBC Amanah’s definition at any time during application of the Programme; and/or
- iv. Cardholder(s) of company and/or corporate HSBC Amanah Credit Cards-i.

(hereinafter collectively referred to as the “Eligible Cardholder(s)”).

3. To participate in this Programme, the Eligible Cardholders must apply online for a Cash Instalment Plan via HSBC Amanah’s website at www.hsbcamanah.com.my.

Programme Offer

4. This Programme allows Eligible Cardholders to apply for cash advance on his/her Participating HSBC Amanah Credit Card-i at 6.88% p.a. Flat Management Fee Rate and to pay the cash advanced amount (“CIP Amount”) together with the applicable management fee (“CIP Management Fee”) in equal monthly instalments over a payment period of 12, 24, 36, 48 or 60 months (“CIP Tenure”), hereinafter referred to as “CIP”. During the CIP Tenure, the CIP Amount together with the CIP Management Fee will be billed to the Eligible Cardholder by way of equal monthly instalments (“CIP Monthly Instalment(s)”).
5. The CIP Monthly Instalment is fixed throughout the CIP Tenure and comprised of the CIP’s monthly principal amount and the management fee. The proportion of monthly principal amount and the management fee is determined by HSBC Amanah based on a monthly reducing balance payment method. Any excess payment made towards the Participating HSBC Amanah Credit Cards-i which result in the Participating HSBC Amanah Credit Cards-i in credit balance and will not be used to reduce management fee calculation of the remaining CIP principal balance. An example is provided in the table below. The effective manage fee rate will be calculated from one account statement cycle date to the next statement cycle date for the CIP Tenure.

Example:

| | |
|---------------------------|-----------------|
| CIP Amount: | RM10,000 |
| CIP Management Fee: | 6.88% flat p.a. |
| Effective Management Fee: | 12.47% p.a. |
| Tenure: | 12 months |

Table A

| Month | CIP Monthly Instalment (RM) | CIP Monthly Management Fee (RM) | CIP Monthly Principal (RM) | Outstanding Balance (RM) |
|--------------|------------------------------------|--|-----------------------------------|---------------------------------|
| | | | | 10,000 |
| 1 | 890.67 | 103.88 | 786.79 | 9,213.21 |
| 2 | 890.67 | 95.71 | 794.96 | 8,418.25 |
| 3 | 890.67 | 87.45 | 803.22 | 7,615.03 |
| 4 | 890.67 | 79.10 | 811.56 | 6,803.47 |
| 5 | 890.67 | 70.67 | 819.99 | 5,983.48 |
| 6 | 890.67 | 62.16 | 828.51 | 5,154.96 |
| 7 | 890.67 | 53.55 | 837.12 | 4,317.85 |
| 8 | 890.67 | 44.85 | 845.81 | 3,472.03 |
| 9 | 890.67 | 36.07 | 854.60 | 2,617.43 |
| 10 | 890.67 | 27.19 | 863.48 | 1,753.96 |
| 11 | 890.67 | 18.22 | 872.45 | 881.51 |
| 12 | 890.67 | 9.16 | 881.51 | 0.00 |

Participation Criteria

6. To participate in this Programme, the Eligible Cardholder must apply for CIP with HSBC Amanah by completing and submitting an CIP application via www.hsbcamanah.com.my as per Clause 3 above by selecting and indicating the following:
 - a) The CIP amount applied for; and
 - b) The CIP Tenure which can only be 12, 24, 36, 48 or 60 months tenure; and
 - c) Details of his/her nominated Bank Account (“Nominated Bank Account”). For the avoidance of doubt, a Nominated Bank Account refers to an active bank account with HSBC Amanah or any other banking institutions licensed by Bank Negara Malaysia, nominated by the Eligible Cardholder to receive the transfer of the approved CIP Amount.

7. After the Eligible Cardholder submits the CIP application, the Eligible Cardholder will not be able to change/alter the CIP Amount, CIP Tenure and/or the CIP Monthly Instalment (as defined in Clause 4 above).

Qualifying Conditions

8. Eligible Cardholders must have an active account, either an individual/ joint savings or current account with HSBC Amanah or any other banking institutions licensed by Bank Negara Malaysia.

9. The minimum amount for each CIP application to qualify for this Programme is RM1,000 (“Minimum Prescribed Amount”) and the amount must be in multiples of 100.

10. A 2.0% cash advance fee (and applicable tax, if any) will be charged if the CIP Amount is below RM5,000.

11. The maximum CIP Amount available (“Maximum CIP Amount”) to the Eligible Cardholder is calculated based on the following formula:-

| |
|--|
| $\text{Maximum CIP Amount} = 95\% \text{ of the Credit Limit} - \text{Total Outstanding Balance} - \text{Cash Advance Fee (if any)}$ |
|--|

“**Credit Limit**” refers to the approved credit card-i limit of the Eligible Cardholder’s Participating HSBC Amanah Credit Card-i. “**Total Outstanding Balance**” refers to the total outstanding balance including all unbilled principal balances of the Participating HSBC Amanah Credit Card-i account.

Table B

| | Example 1 | Example 2 | Example 3 | Example 4 |
|----------------------------------|--|--|--|---|
| CIP Amount applied for | RM 2,000 | RM 2,000 | RM 2000 | RM 5,000 |
| Credit Limit | RM 5,000 | RM 5,000 | RM 5000 | RM 20,000 |
| Total Outstanding Balance | RM 0 | RM 3,000 | RM 4000 | RM 4,000 |
| Maximum CIP Amount | RM 4,700 | RM 1,700 | RM 0 | RM 15,900 |
| Approved CIP Amount | RM 2,000 | RM 1,700 | RM 0 | RM 5,000 |
| Cash Advance Fee | RM 42.40 | RM 36.04 | RM 0 | RM 0 |
| Remark | The CIP Amount applied for is within the Maximum CIP Amount available. | Approved CIP Amount is lower than the CIP Amount applied for due to the requirements set out in Clause 11. | As the Maximum CIP Amount is zero, the CIP application will be rejected. | The CIP Amount applied for is within the Maximum CIP Amount available. No Cash Advance Fee will be charged as the CIP Amount is RM5000. |

12. The eligibility to participate in this Programme is subject to the Eligible Cardholders’ credit card-i status at the time of the CIP application and the satisfactory conduct of the Eligible Cardholder’s HSBC Amanah Credit Card-i account. All other terms and conditions appearing in the Cardholder Agreement (“Cardholder Agreement”) which is part of the HSBC Amanah Universal Terms & Conditions (“UTC”) and as may be stipulated from time to time by HSBC Amanah, shall apply.
13. HSBC Amanah may at its sole discretion:
- i. approve the CIP Amount applied for therein; or
 - ii. approve the CIP at a lower amount from what was applied for therein without further notification to the Eligible Cardholder at the time of approval. However, HSBC Amanah will subsequently notify the Eligible Cardholder in writing of the CIP approved at a lower amount and the CIP Monthly Instalment; or
 - iii. Decline the CIP application;
- as HSBC Amanah deems fit. HSBC Amanah is not obliged to assign any reason to the Eligible Cardholder in respect to the exercise of its discretion pursuant to this clause.

Fulfilment Criteria

14. The approved CIP Amount will be credited to the Eligible Cardholder’s Nominated Bank account (as defined in clause 6 above) within 10 business days from the date of approval of the CIP application. HSBC Amanah reserves the right, at its absolute discretion, to reject the CIP application, to defer or refuse to effect the transfer of the CIP Amount without assigning any reason whatsoever. Circumstances whereby an application for CIP may be declined/rejected include but are not limited to the following :
- i. the CIP Amount does not meet the Minimum Prescribed Amount; or
 - ii. the Eligible Cardholder’s Participating HSBC Amanah Credit Card-i account has insufficient Credit Limit; or

- iii. due to unforeseeable circumstances which are beyond HSBC Amanah's control; or
 - iv. where the CIP cannot be effected due to security reasons.
15. Once the CIP application has been approved:
- i. A corresponding amount of the Eligible Cardholder's Credit Limit reflecting the approved CIP Amount will be reserved for this purpose and shall not be available for utilisation by the Eligible Cardholder until the settlement of the said CIP Amount together with its applicable CIP Management Fee; and
 - ii. The CIP Monthly Instalment will be billed to the Eligible Cardholder on the immediate next statement date following HSBC Amanah's approval of the Eligible Cardholder's CIP application notwithstanding that the Eligible Cardholder has yet to receive the CIP Amount or the CIP Amount has not been utilised by the Eligible Cardholder; and
 - iii. Eligible Cardholders shall be responsible to service the CIP Monthly Instalments which will be posted into the Eligible Cardholder's Participating HSBC Amanah Credit Card-i account and will be reflected in the Eligible Cardholder's statement of account for the Participating HSBC Amanah Credit Card-i as part of the monthly minimum payment therein.

General Terms & Conditions

16. The Eligible Cardholder may apply for more than one CIP during the Programme Period, subject to the Eligible Cardholder meeting the qualifying conditions of CIP in accordance with the terms and conditions herein and is subject to HSBC Amanah's approval.
17. The Eligible Cardholder shall pay the CIP Monthly Instalment in addition to the Minimum Monthly Payment (which is 5% of the total outstanding balance) due on or before the payment due date stated in the credit card-i statement of the Participating HSBC Amanah Credit Card-i. If the CIP Monthly Instalment remains unpaid after the payment due date, any unpaid CIP Monthly Instalment will be accumulated to the total outstanding balance of the Eligible Cardholder's Participating HSBC Amanah Credit Card-i account.
18. In the event the Eligible Cardholder delays or fails to pay the Minimum Monthly Payment or the CIP Monthly Instalment in full before or on the payment due date as specified in his/her Participating HSBC Amanah Credit Card-i's statement of account, the terms of the Cardholder Agreement shall apply and the finance charges of 1.5% per month or 18% per annum calculated on daily basis and/or Late Payment Fee shall be levied on all outstanding balances (including any billed but unpaid CIP Monthly Instalment).
19. All monies owing under the CIP, comprising of the billed and outstanding CIP Monthly Instalments and total unbilled principal CIP Amount, shall immediately become due and payable by the Eligible Cardholder and be charged to the Eligible Cardholder's Participating HSBC Amanah Credit Card-i account if:
- i. the Eligible Cardholder defaults in any of his/her obligations stated in this Terms and Conditions or the Universal Terms & Conditions; or
 - ii. the Eligible Cardholder defaults in the payment of the CIP Monthly Instalment for three (3) or more consecutive months; or
 - iii. the CIP is cancelled or terminated; or
 - iv. the Participating HSBC Amanah Credit Card-i account is defaulted for 90 days or more, or is cancelled or terminated;
- and the applicable tiered finance charges shall be levied on the said CIP in accordance with the Cardholder Agreement/ Universal Terms and Conditions.

20. The Eligible Cardholder acknowledges that the payments made by him/her to his/her Participating HSBC Amanah Credit Card-i account will be applied in accordance with the payment hierarchy in the Cardholder Agreement.
21. The Eligible Cardholder shall give HSBC Amanah prior notice, either:
- i. In writing to Card Services, P.O. Box 13688, 50818 Kuala Lumpur; or
 - ii. By calling HSBC Amanah's Contact Centre at 03 8321 5200.
- if the Eligible Cardholder wishes to opt for an early settlement of the CIP. Once the early settlement request is processed by HSBC Amanah, the total unbilled principal CIP Amount shall immediately become due and payable by the Eligible Cardholder as an outstanding amount in the Eligible Cardholder's Participating HSBC Amanah Credit Card-i account.
22. The CIP Amount and the applicable CIP Management Fee amount will not earn any Reward Points for the Participating HSBC Amanah Credit Card-i.
23. HSBC Amanah reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions with 3 days prior notice. These Terms and Conditions, as the same may be amended from time to time shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
24. HSBC Amanah may use any of the following modes to communicate notices in relation to this Programme to the Eligible Cardholder:
- i. Individual notice to the Eligible Cardholder (whether by written notice or via electronic means) sent to the Eligible Cardholder's latest address/email address as maintained in the HSBC Amanah's records;
 - ii. Press advertisements;
 - iii. Notice in the Eligible Cardholder's credit card-i statement(s);
 - iv. Display at its business premises; or
 - v. Notice on HSBC Amanah internet website(s);
- where such notices shall be deemed to be effective on and from the 4th day after its delivery/publication/display as per the manner described herein. Save and except notices sent via ordinary mail which will be deemed delivered on the 3rd day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.
25. These Terms and Conditions are in addition to the UTCs which the Cardholder Agreement is a part of and which regulate the provision of credit card-i facilities by HSBC Amanah. The UTCs are available at www.hsbcamanah.com.my. In the event of inconsistency between these Terms and Conditions and the UTCs, these Terms and Conditions shall prevail in so far as they apply to this Programme.
26. Expressions defined in these Terms and Conditions shall, unless the context requires otherwise, have the same meanings as those ascribed to them in the UTC.
27. HSBC Amanah shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of HSBC Amanah.
28. HSBC Amanah reserves the right to cancel, terminate or suspend this Programme with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC Amanah of this Programme shall not entitle the Eligible Cardholder to any claim or compensation against HSBC Amanah for any and all losses or damages suffered or incurred by

the Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.

29. In no event will HSBC Amanah be liable for any loss or damage (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Programme, even if HSBC Amanah has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
30. The Eligible Cardholder shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Programme.
31. To the fullest extent permitted by law, HSBC Amanah expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of this CIP Programme.
32. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.
33. HSBC Amanah's decision on all matters relating to this Programme, and in case of any dispute, is final and binding on all Eligible Cardholders of this Programme and no correspondence will be entertained.
34. By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC Amanah.