

Terms and Conditions of HSBC's Card Instalment Plan (January 2016 Edition)

Notice is hereby given in accordance with Clause 7 below that with effect from 22 February 2016, purchases made under any Card Instalment Plan will not be awarded reward points and clauses 2(iii) and 9 have been revised accordingly.

For easy reference, the amendments in these Terms and Conditions are in bold and underlined as below.

IMPORTANT: Before you make any purchase of goods or services under the Card Instalment Plan ("**Instalment Plan**"), please read these Terms and Conditions carefully and ensure you understand them. You will be deemed to have accepted these Terms and Conditions when you make any such purchase by charging your HSBC credit card under the Instalment Plan.

1. Definitions

The following expressions shall have the following meanings in these Terms and Conditions, unless the context otherwise requires:

"Bank" means HSBC Bank Malaysia Berhad (Company No. 127776-V).

"Card Account" means an account maintained by the Bank corresponding to the relevant Credit Card issued.

"Cardholder" means the person to whom the HSBC Credit Card is issued, which includes the Supplementary Cardholder.

"Cardholder Agreement" means the terms and conditions governing the use of the HSBC Credit Card applicable to the Cardholder's Card Account, and which forms part of the Universal Terms and Conditions.

"Instalment" means each instalment amount charged to the Card Account on a monthly basis during the Instalment Plan, as calculated in accordance with Clause 4.

"Instalment Plan" means the HSBC Card Instalment Plan which allows a Cardholder to purchase goods and services from participating merchants in Malaysia using their HSBC Credit Card to pay for the same, where the Bank shall charge the Cardholder, and the Cardholder shall pay the Purchase Amount, on an instalment basis to the Bank.

"Instalment Period" means the period determined and charged by the Cardholder

for payment of the Instalments.

“Purchase Amount” means the full amount charged by the Cardholder for the purchase of goods and services to the Credit Card.

2. Purchases Charged under the Instalment Plan

- i. The Cardholder shall produce his/her HSBC Credit Card and/or state the HSBC Credit Card number to the participating merchant when making/charging a Purchase Amount.
- ii. On signing the charge slip/debit authorisation form, the Cardholder irrevocably authorises the Bank:
 - (a) to pay the Purchase Amount in full to the merchant; and
 - (b) to charge the Instalments in the amounts and Instalment Period as set out in the charge slip/debit authorisation form monthly to the Card Account and for which the Cardholder shall settle in accordance with the Cardholder Agreement.
- iii. **For clarity, purchases made under the Instalment Plan will not be awarded any Reward Points under the HSBC Rewards Programme.**

3. Applicable Terms

- i. The minimum Purchase Amount is dependent on the terminals used by the individual merchants and may be RM500.00 or RM1,000.00.
- ii. The Purchase Amount shall be taken into account when computing the Cardholder's available credit limit, which shall be reduced by the Purchase Amount and shall be restored gradually following each Instalment paid by the Cardholder.
- iii. The Cardholder must satisfy the merchant's terms and conditions for the Instalment Plan (if any).
- iv. The Bank may decline or reject any of the Cardholder's purchases/charges under Instalment Plan if the terms and conditions in the Cardholder Agreement or Instalment Plan have been breached, and without giving any reason thereof. The Bank is not and shall not be held liable or responsible in any manner for direct, indirect, special or consequential damages arising out of any such rejection.

4. Instalments

- i. Each Instalment shall be calculated by dividing the Purchase Amount by the number of months constituting the Instalment Period evenly. If there is a remainder, the remainder shall be added onto the first or last Instalment amount.
- ii. The number of Instalments, the Instalment amount and the Instalment Period cannot be altered without the Bank's written consent.
- iii. The first Instalment shall be charged to the Card Account the month following the Cardholder's Instalment Plan purchase and subsequent Instalments shall be charged on a monthly basis to the Card Account accordingly.
- iv. The Cardholder shall pay the Instalments on or before the payment due date stated in the credit card statement. In the event the Instalment is not paid in full before the payment due date, the applicable tiered finance charges shall be levied on the unpaid balance of the Instalment(s) or part thereof in accordance with the Cardholder Agreement.

5. Exclusion of Liability

The Cardholder shall resolve all disputes or differences on the quality or quantity or fitness for purpose of the goods or services with the merchant directly. In particular, the Bank shall not be held liable for any inadequate, defective or damaged goods or services or other disputes between you and a merchant relating to any purchase/charge under the Instalment Plan.

The Cardholder irrevocably authorises the Bank to continue to debit the Instalments Amounts on a monthly basis to the Card Account regardless of any such dispute with the merchant.

The Bank shall not be responsible for and disclaims all liability to any actions, claims, damages, costs, charges and expenses which a Cardholder may suffer, sustain or incur in relation to any purchase/charge made by the Cardholder under the Instalment Plan.

6. Termination and Acceleration of Payment

The Bank

a) The Bank may at any time at its sole discretion terminate an Instalment Plan in respect of a Card Account and the entire outstanding balance under the Instalment Plan becomes due and payable.

b) The Bank may also exercise its right under sub-clause (a) if:

- i. The Card Account is cancelled or terminated (or notice of cancellation or termination of Card Account has been given) by the Cardholder or the Bank for any reason whatever;

- ii. The Cardholder defaults in the payment of any amount due under the Cardholder Agreement or any Instalment due under these Instalment Plan Terms and Conditions;
- iii. The Cardholder breaches any of the provisions of the Cardholder Agreement or these Instalment Plan Terms and Conditions; or
- iv. In the event of the Cardholder's death or a bankruptcy petition is presented against the Cardholder, or the Cardholder is unable to pay his/her debts as they fall due.

c) Notwithstanding anything contained in the Cardholder Agreement, and these Instalment Plan Terms and Conditions, or any other document, the Bank shall at all times have the right at its sole discretion:

- i. To charge to the Card Account the aggregate of all remaining Instalments not previously charged; and/or
- ii. To demand from the Cardholder or the Cardholder's personal representative(s), immediate payment of all Instalments and any other amounts payable under these Instalment Plan Terms and Conditions, whether or not the same have been reflected in the Cardholder's monthly statements.

The Cardholder

- i. The Cardholder may at any time terminate the Instalment Plan by giving the Bank a 14-day written notice of termination.
- ii. The termination notice shall be irrevocable.
- iii. Upon receipt of the termination notice by the Bank, all Instalments which have already been charged to your Card Account but not paid shall become immediately payable. The aggregate of all remaining Instalments not previously charged shall also be immediately charged to the Card Account.
- iv. A termination fee at a rate to be determined by the Bank at its sole discretion from time to time may be charged to your Card Account.

General Terms & Conditions

- 7. The Bank reserves the right at its absolute discretion to vary, delete or add to any of these Instalment Plan Terms and Conditions with 21 days prior notice.
- 8. The Bank may use any of the following modes to communicate notices in relation to the Instalment Plan to Cardholders:
 - i. individual notice to the Cardholders (either by written notice or via electronic means) sent to the Cardholders' latest address/email address as

- maintained in the Bank's records;
- ii. press advertisements;
- iii. notice in the Cardholders' credit card statement(s);
- iv. display at its business premises; or
- v. notice on the Bank's 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.

9. These Terms and Conditions are in addition to the Bank's Universal Terms and Conditions ("UTC"), of which the Cardholder Agreement is a part of and which regulates the provision of credit card facilities by the Bank **and the Terms and Conditions for HSBC Rewards Programme (January 2016 Edition)**. In the event of inconsistency between these Terms and Conditions, the UTC **and the Terms and Conditions for HSBC Rewards Programme (January 2016 Edition)**, these Terms and Conditions shall prevail in so far as they apply to the Instalment Plan.
10. Expressions defined in these Instalment Plan Terms and Conditions shall, unless the context states otherwise, have the same meanings as those subscribed in the Cardholder Agreement.
11. The Bank reserves the right to cancel, terminate or suspend the Instalment Plan with prior notice. For the avoidance of doubt, cancellation, termination or suspension of the Instalment Plan by the Bank shall not entitle the Cardholders to any claim or compensation against the Bank for any or all losses or damages suffered or incurred by the Cardholders as a direct or indirect result of the act of cancellation, termination or suspension.
12. In no event will the Bank be liable for any loss or damage (including without limitation, loss of income, profits or goodwill, direct or indirect incident, consequential, exemplary, punitive or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise) in connection with the Instalment Plan, even if the Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

13. The Bank 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 the Bank.
14. By participating in the Instalment Plan, the Cardholders agree to be bound by these Terms and Conditions and the decisions of the Bank.
15. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.

This site is intended for Malaysian residents only | © HSBC Bank Malaysia Berhad
(Company No. 127776-V) 2016 |