

Terms and Conditions for HSBC's Auto-Bill Payment Services (“the Service”)

1. The Service is only available to all HSBC Bank Malaysia Berhad's (HSBC") principal credit cardholders (“HSBC Cardholder”) who hold either a HSBC Premier MasterCard Credit Card, HSBC Platinum Visa Credit Card, HSBC Gold Visa/MasterCard Credit Card or HSBC Classic Visa/Mastercard Credit Card, and HSBC Amanah MasterCard except for cardholders of HSBC Corporate and HSBC Company credit cards (“HSBC Credit Card”).
2. HSBC Cardholder can apply for this Service by filling up the Auto-bill Payment Form, available on HSBC's website and at all HSBC and HSBC Amanah branches. Another alternative is to apply via HSBC Internet Banking.
3. Upon approval of the HSBC Cardholder's application for the Service by HSBC, all amounts due and owing ("Charges") to the merchant(s) signed-up with HSBC from time to time ["Merchant"], as indicated by the HSBC Cardholder in the application form for the Service, shall be charged to the HSBC Cardholder's Credit Card account maintained with HSBC ("Card Account"). If any Merchant shall query the instructions given by HSBC, the affected HSBC Cardholder shall immediately notify the Merchant in writing of the change in the paying instructions.
4. Notwithstanding the above, HSBC accepts no responsibility to make the same at anytime or in a timely manner, and HSBC shall not incur any penalty, interest and liability to the HSBC Cardholder through any error, neglect, refusal or omission to make or delay in making all or any of the said Charges to the Merchant. Please allow up to 60 working days for the first auto-bill transaction to be performed.
5. At all times during the subscription to the Service, the HSBC Cardholder must have a valid HSBC Credit Card which is not suspended or where the Card Account is not delinquent, within HSBC's definition of the same. Such definition shall be determined by HSBC at their sole discretion.
6. An HSBC Cardholder is allowed only to arrange for auto-bill payment for their personal bills which falls due to the Merchant. An HSBC Cardholder is not allowed to arrange for auto-bill payment for accounts of third parties with the Merchant.
7. Without prejudice to Clause 3, HSBC shall not be responsible for making payment for all or any of the said Charges to the Merchant(s) where the use of the Credit Card by the HSBC Cardholder is terminated or suspended for any reason whatsoever in which event the HSBC Cardholder shall be responsible for paying the said Charges directly to the Merchant. HSBC shall not be obliged to inform the HSBC Cardholder regarding non-payment of all or any of the said Charges to the Merchant.
8. If there is no available credit limit in the HSBC Cardholder's Card Account, the HSBC Cardholder shall be responsible for paying the said Charges directly to the Merchant (s). HSBC shall not be obliged to inform the HSBC Cardholder regarding non-payment of all or any of the said Charges to the Merchant.
9. Where there is insufficient credit limit in the HSBC Cardholder's Card Account to make payment of the said Charges to all or any of the Merchants, HSBC may in its sole and absolute discretion (which discretion shall not be questioned):

10. Elect not to make any payment of the said Charges to all or any of the Merchants, in which event the HSBC Cardholder shall be responsible for paying the unpaid said charges directly to the Merchant; or
11. Determine the order of priority of payment of the said Charges, which HSBC deems, fit, in which event the HSBC Cardholder shall be responsible for paying the unpaid Charges directly to the relevant Merchant.
12. Enrolment/subscription for auto-billing with Tenaga Nasional Berhad as a Merchant under the Service shall be subjected to a monthly bill(s) amount not exceeding RM1,000.00 per account.
13. These Terms and Conditions will remain effective in respect of the said Charges notwithstanding the HSBC Cardholder's death or bankruptcy or the termination of the arrangement by the Merchant of the provision of services to the HSBC Cardholder ("the Termination") until actual written notice is received by HSBC of the HSBC Cardholder's death or bankruptcy or the Termination.
14. In consideration of HSBC agreeing to provide the Service, the HSBC Cardholder undertakes to indemnify HSBC against all losses, costs, damages, expenses, claims and demands which HSBC may incur or sustain as a result of the provision of the Service. This indemnity will survive notwithstanding termination of the Service by HSBC or HSBC Cardholder.
15. HSBC shall not be responsible for any acts or omissions on the part of the Merchant or for any defect or deficiency in the services provided by the Merchant. Any complaint or dispute by the HSBC Cardholder must be resolved directly with the Merchant at the HSBC Cardholder's own costs and expense and no claim against the Merchant may be set-off or counter-claimed against HSBC. The HSBC Cardholder shall not withhold payment to HSBC on account of any such complaint or dispute or under any circumstances whatsoever.
16. The HSBC Cardholder must inform HSBC of any changes in the nomination of his/her HSBC Credit Card for each auto-billing arrangement with any of the Merchants under the Service.
17. In the event of any change of HSBC Credit Card number due to lost/fraud or upgrade, the HSBC Cardholder will have to sign up for the Service again by either (i) calling HSBC's Call center at 1 300 88 1388/03 8321 5400 or faxing in the Auto-billing application form to 03-2179 6566.
18. The Service may be cancelled, terminated or suspended by either one of the following options:
 - (a) by HSBC at its absolute discretion and without liability whatsoever to the HSBC Cardholder and/or the Merchant, at any time and in such circumstances as it deems fit, by giving 2 weeks notice thereof to the HSBC Cardholder or the Merchant without assigning any reason whatsoever;
 - (b) by the HSBC Cardholder by informing both HSBC, with one month prior notice and the Merchant in writing accordingly of the intention to terminate the Service.
19. HSBC reserves the right to cancel or suspend this Service by giving 2 weeks prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of the Service shall not entitle the Eligible Cardholder to any claim or compensation against HSBC for any and all losses or damage suffered or incurred by the Eligible

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

20. Termination, cancellation or suspension of the Service shall not terminate the Cardholder Agreement which forms part of the Universal Terms and Conditions (“UTC”) between HSBC and the HSBC Cardholder.
21. Subject to the UTC, termination of all or any of the HSBC Cardholder’s Credit Card(s) shall terminate the Service and HSBC's agreement to make payment to the Merchant under the Service shall immediately terminate.
22. Further to the UTC, the HSBC Cardholder shall permit HSBC to disclose to the Merchant from time to time information relating to the HSBC Cardholder and expressly consents to such disclosure and confirms and declares that no further consent from the HSBC Cardholder is necessary or required in relation thereto and HSBC shall be under no liability for disclosing such information.
23. By subscribing for this Service, the Eligible Cardholder agrees to be bound by these Terms and Conditions.
24. Notwithstanding the Service herein, all terms and conditions existing between the Merchant and the HSBC Cardholder and the obligations of the HSBC Cardholder therein contained shall continue to be binding between the Merchant and the HSBC Cardholder.
25. The Service is also subjected to the terms and conditions stipulated in the UTC. In the event of inconsistency between the Terms and Conditions and the UTC, these Terms and Conditions shall prevail as far as the conflict is in relation to the Service.
26. These Terms and Conditions herein contained shall be governed by and construed in accordance with the laws of Malaysia and the card member agrees to submit to the non-exclusive jurisdiction of the Courts of Malaysia.
27. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these terms and conditions from time to time with 3 days prior notice.
28. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 24, shall prevail over any provisions or representations contained in any other promotional materials advertising this Service.
29. HSBC may use any of the following modes to communicate notices in relation to this Service to the Eligible Cardholder(s):
 - a) individual notice to the Eligible Cardholders (whether by written notice or via electronic means) sent to the Eligible Cardholders’ latest address/email address as maintained in the HSBC’s records;
 - b) press advertisements;
 - c) notice in the Eligible Cardholders’ credit card statement(s);
 - d) display at its business premises; or
 - e) notice on HSBC’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.

30. In no event will HSBC 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 Service, even if HSBC has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
31. To the fullest extent permitted by law, HSBC 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 Service.