

## **HSBC Balance Transfer 5.99% p.a. for 12 Months Terms and Conditions.**

1. The HSBC Bank Malaysia Berhad (“HSBC”) Balance Transfer Programme (“Programme”) starts from 1 May 2010 (“Programme Period”) until such period to be determined by HSBC.
2. The Programme is only open to eligible cardholders who are principal cardholders of HSBC credit cards issued by other banks and/or financial institutions licensed by Bank Negara Malaysia (“Eligible Cardholders”).
3. Eligible Cardholders may transfer outstanding balance (including principal, accrued interest, finance and other charges as shown in the latest corresponding account statement(s)) (“Outstanding Balance”) from other banks and/or financial institutions’ principal card account(s) held by them (“Other Card Account(s)”) to any of their approved HSBC Credit Card account (“HSBC Credit Card Account”) subject to the Terms and Conditions herein. Approved Company, Corporate and Credit Cards that bear the xxxx xxxx 6000 xxxx series within the Programme Period are not eligible.
4. The minimum amount of Outstanding Balance that can be transferred is RM1,000 under the Programme. The maximum amount of Outstanding Balance that can be transferred is up to limit of 80% of the available HSBC Credit Card limit on the Eligible Cardholder’s assigned HSBC Credit Card Account minus any utilised amount.
5. For purposes of these Terms and Conditions, “HSBC Credit Card limit” refers to the credit limit of the Eligible Cardholder’s HSBC Credit Card Account.
6. Balance transfer will normally be effected within 10 business days from the date of approval of the application for balance transfer. HSBC reserves the right, at its absolute discretion, to defer or refuse to effect the balance transfer without assigning any reason whatsoever. Circumstances whereby an application for balance transfer may be declined/rejected include but are not limited to, the following - **(i)** if the Outstanding Balance to be transferred exceed 80% of the Eligible Cardholder’s assigned HSBC Credit Card limit minus any utilised amount; **(ii)** if the Outstanding Balance to be transferred do not meet the minimum prescribed amount; **(iii)** if the Eligible Cardholder’s HSBC Credit Card Account has insufficient credit balance; **(iv)** unforeseeable circumstances which are beyond HSBC’s control; **(v)** where the balance transfer cannot be effected due to security reasons; **(vi)** the accounts of the other bank’s or financial institution’s credit/charge card are not current or not in good standing. HSBC shall not be liable to the Eligible Cardholders if it defers or fails to effect the balance transfer pursuant to this clause.
7. HSBC will notify the Eligible Cardholder of the outcome of the balance transfer application within 15 days from the date of when the balance transfer application was received.
8. Payments for the balance transfer amount will be made in any manner which HSBC deems appropriate including, but not limited to, payments made by cheques, whereby Eligible Cardholders are not allowed to collect the said cheques from HSBC.
9. Upon successful transfer of the Outstanding Balance to the Eligible Cardholder’s HSBC Card Account (“Approved Balance Transfer”) the following finance charges shall be imposed on such Approved Balance Transfer - Special Plan: 5.99% p.a. for a period of 12 months from the date of approval of the balance transfer application.

10. The Eligible Cardholder shall make the minimum payment of 5% of the outstanding balance of the Approved Balance Transfer as specified in the HSBC Card Account statement ("Outstanding Balance Transfer") and is prohibited from transferring the Outstanding Balance Transfer to any other bank or financial institution during the Programme Period. If the Eligible Cardholder settles the amount in full or transfers the Outstanding Balance Transfer to any other bank or financial institution during the Programme Period, HSBC reserves the right to debit the Eligible Cardholder's HSBC Card Account(s) with an administrative fee of RM100.

11. The Eligible Cardholder acknowledges that the payments made by them to their HSBC Card account will be applied to the following order : firstly, finance charges, fees, including legal fees (on a full indemnity basis) or other charges, and lastly, the outstanding principal amount of the transaction, including Balance Transfer, Cash Advances and Instalment Payment plans, from the lowest finance charge rates to the highest finance charge rates; or in any other order as HSBC considers appropriate after giving reasonable notice to the Eligible Cardholder.

12. Once the balance transfer amount has been approved, a corresponding amount of the Eligible Cardholder's existing credit limit will be reserved for this purpose and shall not be available to the Eligible Cardholder until settlement of the said Outstanding Balance Transfer. HSBC shall not be liable to the Eligible Cardholder for any transactions rejected by merchants due to the unavailability of the amount so reserved under the Eligible Cardholder's existing credit card limit. On the date of posting, this specified amount will then be utilised and finance charges will be charged thereon from the date of posting ("Date of Posting").

13. On the expiry of the Programme Period, the finance charges applicable to the Special Plan, the normal finance charges of 1.50% per month or 18% per annum will apply.

14. Until notification of approval pursuant to **Clause 7** is received, Eligible Cardholders shall continue to be liable to make payment on their Other Credit Card Account(s) in accordance with the terms governing the same. HSBC shall not be liable for interest on any other charges as a result of the Eligible Cardholders' and/or HSBC's failure or delay in making payment before or after the Date of Posting. Save in respect of the amount of the balance transfer to be transferred to the Eligible Cardholders' respective HSBC Card Account and without prejudice to their liability to HSBC on their Outstanding Balance Transfer, the Eligible Cardholders shall continue to be directly liable to the respective banks and/or financial institutions which issued them their other credit cards for all other Outstanding Balance (principal, accrued interest, finance and other charges) on their Other Card Account(s) whether such Outstanding Balance have been incurred before or after HSBC's approval of the Eligible Cardholders' application for the balance transfer.

15. HSBC has the absolute right to approve and transfer the whole or part of the amount of the Outstanding Balance applied for without prior notification to or the consent of the Eligible Cardholder. HSBC is not obliged to assign any reason to the Eligible Cardholders in respect to the exercise of its discretion pursuant to this clause.

16. These Terms and Conditions are in addition to the Cardholder Agreement, which regulates the provision of credit card facilities by HSBC. In the event of inconsistency between these Terms and Conditions and the said Agreement, these Terms and Conditions shall prevail in so far as they apply to this Programme.

17. Expressions defined in these Terms and Conditions shall, unless the context requires otherwise, have the same meanings as those ascribed to them in the Cardholder Agreement.
18. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions without prior notice.
19. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 17, shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
20. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.
21. Eligible Cardholders who succeed in their balance transfer applications will not be able to utilise the Cash Advance function of their HSBC Credit Card until the total Outstanding Balance Transfer amount has been repaid in full.
22. For transfers to be made on or before the statement due date of the account to be transferred, the Eligible Cardholder's request must reach us at least 15 days prior to the statement due date. HSBC will not be responsible for any charges that may be imposed by the other credit card issuer(s) of Other Card Account(s) due to transfer delays.
23. HSBC reserves the right to cancel, terminate or suspend this Programme with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of the Programme 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.
24. 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 Programme, even if HSBC has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
25. By participating in this Programme, the Eligible Cardholders agree to be bound by these Terms and Conditions and the decisions of HSBC.
26. HSBC'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.
27. HSBC 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.
28. In the event of any inconsistency between the English version and the Bahasa Malaysia version of these Terms and Conditions, the English version shall prevail to the extent of such inconsistency.