

## HSBC Balance Transfer Welcome Offer Terms and Conditions (2019 Edition)

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) is referred herein as “HSBC”.
2. HSBC Balance Transfer Welcome Offer (“**Programme**”) starts from 1 January 2019 to 31 December 2019 (“**Programme Period**”) and open to HSBC Bank Primary credit cardholders who hold a HSBC Credit Card for not more than 180 days: HSBC Premier World Travel MasterCard Credit Card, HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, HSBC Visa Platinum Credit Card issued by HSBC Bank

(hereinafter referred to as the “**Participating HSBC Bank Credit Cards**”)

EXCEPT for the following categories of persons:

- i. Cardholder(s) of HSBC Amanah Credit Cards-i that are issued by HSBC Amanah Malaysia Berhad; and/or
- ii. Cardholder(s) of HSBC Bank Credit Cards that are not issued in Malaysia; and/or
- iii. Cardholder(s) of invalid or cancelled HSBC Bank Credit Cards and/or whose accounts are delinquent within HSBC Bank’s definition at any time during application of the Programme; and/or
- iv. Cardholder(s) of company and/or corporate HSBC Bank Credit Cards that bear the xxxx xxxx 6000 xxxx series.

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

Note: Eligible Cardholders are divided into 2 categories:

- i. New primary HSBC Credit Cardholders.
- ii. Existing primary HSBC Credit Cardholders who apply for a 2<sup>nd</sup> HSBC Bank primary credit card.

### Programme Offer

3. Balance Transfer (“**BT**”) is the transfer of the Eligible Cardholders’ **Outstanding Balance**\* from other banks and/or financial institutions’ primary credit card account(s) licensed by Bank Negara Malaysia held by the Eligible Cardholders (“**Other Card Account(s)**”) to any of their approved Participating HSBC Bank Credit Card(s) (“**HSBC Credit Card Account**”) up to 60% of the approved HSBC Credit Card Account credit limit minus any utilised amount (if any) subject to the Terms and Conditions herein.

*\*Outstanding Balance is the balance on the Eligible Cardholders’ Other Card Account(s) which consist of the principal amount, accrued interest, finance and other charges as shown in the latest corresponding Other Card Account statement(s). The outstanding balance amount transferred will hereinafter be referred to as “**BT Amount**”.*

4. The following BT Plans (“**BT Plan(s)**”) are offered under this Programme to all Eligible Cardholders:

Plan	Balance Transfer Plan	Categories of Eligible Cardholders
A	0% interest per annum for 3 months from the application approval date	New primary HSBC Credit Cardholders
B	1.99% interest per annum for 6 months from the application approval date	New primary HSBC Credit Cardholders Or Existing primary HSBC Credit Cardholders

For the avoidance of doubt, new primary HSBC Credit Cardholders are eligible to apply for either: (i) Plan A or Plan B; OR (ii) both Plan A and B, during the Programme Period.

### Participation Criteria

5. To participate in this Programme, the Eligible Cardholder must apply for BT via the following methods:
  - i. by completing and submitting a BT application to any HSBC Bank branch or Tele-Marketing Team and/or Call Centre by selecting and indicating the following:
    - a. The BT Amount applied for; and
    - b. The BT Plan(s); and
    - c. Details of his/her nominated Other Card Account(s) to transfer Outstanding Balance from; or
  - ii. by calling the HSBC Bank Contact Centre at 03 8321 5400 and indicating the required particulars in Clause 5(i)(a)-(c).
6. After the Eligible Cardholder makes the above selections and nomination at the point of application, the Eligible Cardholder will not be able to change/alter the BT Plan and/or the BT Amount.

#### Qualifying Conditions

7. The minimum BT Amount that can be transferred under this Programme is RM1,000 ("**Minimum Prescribed Amount**") per BT subject to clause 3. The BT Amount applied for shall increase in the multiples of RM100 from the Minimum Prescribed Amount. The BT Amount when aggregated with the sum of the total outstanding balance (including all unbilled principal balances in the HSBC Bank Credit Card account), must not exceed the approved credit limit of the HSBC Bank Credit Card Account ("**HSBC Credit Card Limit**") of the Eligible Cardholder.
8. BT is made available to Eligible Cardholders based on their present credit card status. Eligibility to participate in this Programme is subject to satisfactory conduct of the Eligible Cardholder's HSBC Bank Credit Card Account. All other terms and conditions appearing in the Cardholder Agreement ("**Cardholder Agreement**") which is part of the HSBC Bank Universal Terms & Conditions ("**UTC**") and as may be stipulated from time to time by HSBC Bank, shall apply.

#### Fulfilment Criteria

9. The transfer of the Outstanding Balance to the Eligible Cardholder's Participating HSBC Bank Credit Card will be effected within 10 business days from the date of approval of the BT application. HSBC reserves the right at its absolute discretion, to defer or refuse to effect the BT without assigning any reason whatsoever. Circumstances whereby an application for BT may be declined/rejected include but are not limited to the following:
  - a) if the Outstanding Balance to be transferred exceeds 60% of the HSBC Credit Cards Limit minus any utilised amount (if any);
  - b) if the Outstanding Balance to be transferred does not meet the Minimum Prescribed Amount;
  - c) if the Eligible Cardholder's Participating HSBC Bank Credit Cards has insufficient available credit limit ;
  - d) unforeseeable circumstances which are beyond HSBC's control;
  - e) where the BT cannot be effected due to security reasons;
  - f) the accounts of the other bank's or financial institution's credit are not current or not in good standing;
  - g) if the Outstanding Balance to be transferred exceeds RM75,000;
10. Payment for the BT Amount to the other banks and/or financial institutions where the Other Card Account is maintained will be made in any manner deemed appropriate by HSBC including, but not limited to, payment by cheques and the Eligible Cardholders are not allowed to collect the said cheques from HSBC.
11. Upon successful transfer of the Outstanding Balance to the Eligible Cardholder's Participating HSBC Bank Credit Cards ("**Approved BT**") the selected BT plan shall be imposed on such Approved BT from the date of approval of the BT application *and become part of the **HSBC Credit Cards Outstanding Balance**\*\**. Any other transactions made by the Eligible Cardholder within the same credit card statement cycle of Approved BT will not incur finance charges if there is no unpaid outstanding balances from the previous month's statement of account.

*\*\*HSBC Credit Card Outstanding Balance is the HSBC Credit Card's outstanding balance which consists of the principal amount (inclusive of the BT Amount), accrued interest, finance and other charges as shown in the latest corresponding HSBC Credit Card account statement(s).*

12. The Eligible Cardholder shall make the minimum payment of 5% on his/her HSBC Credit Card Outstanding Balance by the due date. *For the avoidance of any doubt, if the entire HSBC Credit Card Outstanding Balance (including the BT Amount) indicated in the HSBC Credit Card statement is not fully paid by the due date, the applicable finance charges will be imposed on the Eligible Cardholder's credit card transactions from their respective posting date(s) until date of full payment of the entire HSBC Credit Card Outstanding Balance.*
13. Once the BT Amount has been approved, a corresponding amount of the Eligible Cardholder's HSBC Credit Card Account Limit will be reserved for this purpose and shall not be available to the Eligible Cardholder until settlement of the Approved BT. HSBC shall not be liable to the Eligible Cardholder for any transactions rejected by merchants due to the unavailability of the amount reserved under the Eligible Cardholder's HSBC Credit Card Account credit limit. On the date of posting, this specified BT Amount will then be utilised and finance charges will be charged thereon according to BT plan selected as per Clause 3 from the date of posting\*\*\*.

*\*\*\*Date of Posting is the date the charges are billed to the Eligible Cardholder's Participating HSBC Credit Card Account.*

14. On the expiry of the BT tenure (as determined according to the BT Plan selected), the normal finance charges for BT of 1.50% per month or 18% per annum calculated on a daily basis will apply.
15. Until the BT is effected, 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 BT to be transferred to the Eligible Cardholders' respective Participating HSBC Bank Credit Card and without prejudice to their liability to HSBC on their outstanding BT, 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 BT.
16. Eligible Cardholders who succeed in their BT applications will not be able to utilise the Cash Advance function of their Participating HSBC Bank Credit Card until the total outstanding BT Amount has been repaid in full.
17. HSBC has the absolute right to approve and transfer the whole or part of the amount of the Outstanding Balance applied for. HSBC is not obliged to assign any reason to the Eligible Cardholders in respect to the exercise of its discretion pursuant to this clause.
18. The Eligible Cardholder acknowledges that all payments made to his/her HSBC Credit Card Account will be applied in accordance with the payment hierarchy in the Cardholder Agreement.
19. For transfers to be made on or before the statement due date of the Other Card Account, the Eligible Cardholder's application for BT must reach HSBC 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.
20. The Eligible Cardholder may apply for more than one BT, subject to the Eligible Cardholder meeting the qualifying conditions of BT in accordance with the terms and conditions herein and is subject to HSBC's approval.

#### **General Terms & Conditions**

21. HSBC may at its sole discretion approve or decline the BT application as HSBC deems fit. HSBC is not obliged to assign any reason to the Eligible Cardholder for exercising this clause.
22. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms and 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.

23. HSBC may use any of the following modes to communicate notices in relation to this Programme 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 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 3<sup>rd</sup> day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.
24. These Terms and Conditions are in addition to the UTC which the Cardholder Agreement is a part of and which regulate the provision of the credit card facilities by HSBC. In the event of inconsistency between these Terms and Conditions and the UTC, these terms and conditions shall prevail in relation to this Programme.
25. Expressions defined in these Terms and Conditions shall, unless the context requires otherwise, have the same meanings as those ascribed to them in the Universal Terms & Conditions.
26. 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.
27. HSBC 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 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.
28. 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.
29. 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.
30. 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 Programme.
31. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.
32. 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 to that effect will be entertained.
33. By participating in this Programme, the Eligible Cardholders agree to be bound by these Terms and Conditions and the decisions of HSBC.