

Reason C No TIN is required. (Note: Only select this reason if the authorities of the country of tax residence entered in the table do not require the TIN to be disclosed)
 Even if you have already provided information in relation to the United States Government's Foreign Account Tax Compliance Act (FATCA), you are still needed to provide additional information for the CRS as this is a separate requirement under the local regulation.

ADDRESS-RESIDENTIAL AND EMPLOYMENT

Current Residential address

Flat number and building name

Road number/name Area and landmark

City District State

Country Pin code Telephone number (Res.) (STD code)

Mobile number

E-mail

1. Is this address residential and business Yes No
2. Is your current address same as permanent address Yes No
 (if No then please provide the address details in Additional Details Section)
3. Is this current resident address less than 3 years Yes No
 (if Yes, please provide the address details in Additional Details Section)
4. Years at present address Years Months

5. Current Address in the jurisdiction details where applicant is resident for Tax Purposes
 Same as Current Resident address Same as Permanent address Others (if others, please provide the address details in the Additional Details Section)

House ownership Company residence Fully owned private house Mortgaged property Rented house Living with parents/relatives
 Others PG/hostel

Address for Communication Current residential address Permanent address Company address

Office address

Company name: Building name:

Road number/name Area and landmark

City District State

Country Pin code Telephone (office) (STD code) (Extn#)

E-mail

I would like to opt for statement by e-mail. Yes No **Note:** If you opt for statement by e-mail, you will no longer receive a printed copy of your credit card statement.

EMPLOYMENT DETAILS

Employment status Employed (Salaried) Self-employed

Salaried

Nature of organisation

- MNC Government PSU
 Public Limited Private Limited Proprietorship
 Partnership HUF
 Others (please specify) _____

Occupation details

- Senior Management Manager/Executive Non-Executive
 Teacher Police Armed forces
 Salaried Seafarer

Self-employed

Your firm is Proprietorship Partnership Private Limited

Employment Role Business Owner Key Controller Sole Trader

To be filled by both salaried and self-employed customers:

Nature of business Software IT Hardware Finance Insurance FMCG Engineering Infrastructure Textile Leather
 Others (please specify) _____

If salaried/self-employed

Designation _____ Annual Gross Salary _____

Total no. of years in employment/business No. of years in present employment/business

ADDITIONAL SECTION FOR ADDRESS DETAILS

Other residential address

Previous address (if resident at current address for less than 3 years)

Flat number and building name

Road number/name Area and landmark

City District State

Country Pin code

Years at previous address Months Years

Permanent address:

Flat number and building name

Road number/name Area and landmark

City District State

Country Pin code

Current Address in the jurisdiction details where applicant is resident for Tax Purposes

If Same as Current Resident/Permanent address/Overseas address Yes No

If different, Address Type: Residential/Business Residential Business Registered office

Flat number and building name

Road number/name Area and landmark

City District State

Country Pin code

YOUR BANK REFERENCE

Do you hold any existing relationship/account with? Yes No

Name and address of your main Bank

Account No.* Account Type Saving Current Salary

RELATIONSHIP

Do you have a near relation to any employee of HSBC India or any directors of any HSBC Group Companies. Yes No

If yes relationship type _____

Director/Employee name with whom relationship exists _____ and staff no. _____

To be filled by HSBC Group Staff* applicants only.

Employee ID (Mandatory) _____

*HSBC Group staff means employee of HSBC Holdings plc. its subsidiaries and group companies.

OTHER CREDIT CARDS HELD BY YOU

1. Credit Card No. Member since Credit limit ₹

Credit Card issuer name

2. Credit Card No. Member since Credit limit ₹

Credit Card issuer name

UNSECURED FACILITIES WITH HBAP* APPLICABLE FOR a) EMPLOYEES OF HBAP AND b) BOARD OF DIRECTORS OF HBAP AND THEIR RELATIVES^

For employees and Board of Directors in The Hongkong and Shanghai Banking Corporation Limited (HBAP) or HSBC Markets (Asia) Ltd. and relatives of the Board Directors of HBAP or HSBC (Asia) Ltd., please indicate below whether you solely or jointly have any other unsecured facilities with HBAP sites and its subsidiary.

Unsecured facility(ies) with the Bank Yes No

HBAP Sites	Unsecured Loan/Facility Type	Unsecured Loan/Facility Type	Monthly Repayment Amount	Outstanding Amount

Definition:

*HBAP – The term HBAP is used for all HSBC areas, HBAP subsidiaries and other HBAP legal entities in the Asia Pacific Region.

HBAP Branches: 1. Bangladesh, 2. Brunei, 3. India, 4. Indonesia, 5. Japan, 6. Korea, 7. Macau, 8. Malaysia LBU, 9. Mauritius, 10. Philippines, 11. Singapore, 12. Sri Lanka, 13. Maldives, 14. Taiwan, 15. Thailand, 16. UK, 17. Hongkong Shanghai Secs seoul Branch, 18. Australia, 19. New Zealand, 20. Vietnam.

HBAP Wholly - owned & financed Subsidiaries: 1. FEPC Leasing Ltd, 2. HSBC Asia Pacific Holdings (UK) Limited, 3. HSBC Capital Limited, 4. HSBC Daisy Investment (Mauritius)Ltd, 5. HSBC Iris Investment (Mauritius)Ltd, 6. HSBC Securities Investment (Asia) Limited, 7. HSBC Violet Investment (Mauritius) Ltd, 8. Wayhong Bahamas Limited.

^Relative defined under as:

- Any immediate ascendant, any spouse or former spouse of any such ascendant, and any brother or sister of any such spouse or former spouse
- Any immediate descendant, and any spouse or former spouse of any such descendant
- Any brother or sister or aunt or uncle, grandparents, grandchildren and their spouses, any nephew or niece and any first cousin
- Any spouse or former spouse, any immediate descendant of any such spouse or former spouse
- And, of the purposes of this definition, any step-child shall be deemed to be child of both its natural parent and of its step-parent and any adopted child to be the child of the adopting parent and a spouse include anyone living as such

I wish to automatically settle my credit card bills by a debit to my HSBC India's Current/Savings Account No. for % of my credit card monthly outstandings. (Please note that you have to pay a minimum of 5% only for HSBC -HBAP staff)

X _____

OTHER DECLARATIONS

- I declare that my signature/signature flow on _____ document is my old signature & the signature done on the application form and self-attestation done on documents is my new signature. Please consider my new signature for processing the Credit Card application
- I declare that my name on _____ document is mentioned shortly incorrect has a spelling error Order mismatch is a mismatch. Hence request to please consider my name as mentioned in the credit card application
- I declare that my Date of Birth mentioned on _____ document is wrong. Please consider my Date of Birth as mentioned in the credit card application

For Point 1

Customer Signature

For Point 2

Customer Signature

For Point 3

Customer Signature

DECLARATION

I hereby declare that the above information is complete and true and HSBC India is entitled to verify this directly or through any third party agent. I further state that HSBC India may at its sole discretion sanction or decline this application. I confirm that I will be bound by the terms and conditions of usage of the credit cards, copy of which are available on the HSBC India website and would be made available on approval of the card. I authorise HSBC India to debit my credit card account for any fees, charges, interest, etc. I irrevocably confirm that all dues in respect of the HSBC Credit Card utilised for services availed of and goods purchased from eligible service establishments/merchants, by me, will be payable by me. I undertake and declare that usage of the credit card by me will be strictly in accordance with the Foreign Exchange Management Act, 1999 (FEMA) and the applicable rules, regulations, notifications, directions or orders made thereunder. In the event of failure by me to comply with the provisions of FEMA, as aforesaid, will be liable for action under FEMA. I authorise HSBC India to, without notice, combine or consolidate the outstanding balance on the card account with any other account(s) which I maintain with HSBC India, and set off or transfer any money outstanding to the credit of such other account(s), in or towards the satisfaction of my liability to HSBC India under this Agreement. I acknowledge that HSBC India may assign any activities to any service provider, whether located in India or overseas and whether an HSBC Group entity or a third party, at its sole discretion, in accordance with the applicable guidelines of the Reserve Bank of India (RBI). I also acknowledge the right of HSBC India to provide details of my account/application to such service providers for the purpose of availing outsourced services of any nature by HSBC India, without any specific consent. I acknowledge that the existence of this account and details thereof (including details of credit card transactions and any defaults committed by me), will be recorded with credit reference agencies and such information (including processed information) may be shared with banks/financial institutions and other credit grantors for the purposes of assessing further applications for credit by you and/or members of your household, and for occasional debt tracing and fraud prevention. I accordingly authorise HSBC India to share information relating to my credit card account/application.

- I understand that as a precondition, relating to grant of loans/advances/other non-fund-based credit facilities to me, HSBC India requires consent for the disclosure by HSBC India, of information and data relating to me of the credit facility availed of/to be availed of by me, obligations assumed /to be assumed by me, in relation thereto and default, if any, committed by me in discharge thereof.
1. Accordingly, I hereby agree and give consent for the disclosure by HSBC India of all or any such; (a) information and data relating to me (b) the information or data relating to any credit facility availed of/to be availed of by me and (c) default, if any, committed by me in discharge of my such obligation, as HSBC India may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorised in this behalf by RBI.
 2. I undertake that (a) the Credit Information Bureau (India) Ltd. and any other agency so authorised may use, process the said information and data disclosed by HSBC India; and (b) the Credit Information Bureau (India) Ltd. and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors, as may be specified by the Reserve Bank in this behalf.
 3. I agree that credit limits are subject to periodic review and will vary based on the bank's credit assessment of my card account, expressly authorise HSBC India to decrease the credit limit on my credit card, based on its credit assessment, without prior notice to me.
 4. I hereby declare that I am not a near relation to any senior officer of HSBC India or any directors of any HSBC Group Companies (please strike off if this is not the case and provide a separate list of relevant related persons).
 5. I confirm that as on date of this application, there are no litigations, initiated by other banks/Financial Institutions, being faced by me (please strike off if this is not the case and provide a separate list of initiated/pending litigations) in addition to any general right to lien/set-off or other right conferred by law or under any other agreement.

I hereby declare that all the decisions of HSBC India, in respect of the issuance of the credit card to me shall be binding on me and neither me nor any person claiming through me, shall raise any dispute in this regard.

I hereby declare that I have read and understood the most important terms and conditions as mentioned in the application form.

I undertake to inform HSBC India regarding any change in my residence/employment address and to provide any further information that the bank may require to process my application. In the event of change in address due to relocation or any other reason, I shall intimate the new address to HSBC within 2(two) weeks of such a change.

I understand that the documents and the application form submitted will be treated as a property of HSBC India and will not be returned.

I understand that as a part of this application process, my credit report may be queried multiple times for verification. I also understand that such multiple queries have a marginal impact on my Credit score and may affect the assessment of my application for credit facilities from other institutions.

DISCLOSURES

- HSBC India also provides information relating to credit history/repayment record of the applicant to a Credit Information Company (specifically authorised by the RBI), in terms of the Credit Information Companies (Regulation) Act, 2005
- For credit card accounts where correspondence from HSBC India is currently withheld due to non-delivery of earlier correspondence, then HSBC India's will make attempts to contact the customer to update the correct address details. If HSBC India's is unable to establish contact with the customer, the operation of the account will be restricted by providing a prior notice of 30 days until the correct address is updated on HSBC India's records with address proof, or until the customer confirms the current address on HSBC India's records to be correct

TAX REPRESENTATION

- The applicant is responsible for fulfilling any obligation that he/she may have with respect to the filing of returns or other required documentation in respect of and the payment of all relevant taxes, including, without limitation, all income, capital gains, wealth and estate duties, stamp duties, GST, Value Added Tax and any other applicable taxes. The creation and continued operation of account and/or the acquisition, holding or disposal of investments or assets in such account, as well as any income, distributions or losses realised in relation to the operation of the account may expose you to tax consequences depending on a number of factors including, but not limited to, your applicable domicile, your place of residence, your citizenship or the type of assets held. Certain countries may have tax legislation with extraterritorial effect regardless of place of domicile, residence or citizenship. HSBC India does not provide any legal or tax advice and you should seek legal and/or tax advice from an independent legal and/or tax adviser. You acknowledge and agree that the Bank has no liability in respect of any of tax obligations and/or any legal and/or tax advice provided to the applicant by third parties

SANCTION CLAUSE

- HSBC India and other members of the HSBC Group are required to and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime (Financial Crime Risk Management Activity) and act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to Financial Crime. HSBC India may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests
- Such action may include but is not limited to (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds (c) combining customer information with other related information in the possession of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status and (e) share information on a confidential basis with such HSBC Group offices, whether located in India or overseas in relation to prevention of Financial Crime
- Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for services or the provision of all or part of the services. To the extent permissible by law, neither we nor any other member of HSBC Group shall be liable to you or any third party in respect of any loss (whether direct or consequential and including, without limitation, loss of profit or interest, however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity for the purpose of the present clause
- 'Compliance Obligations' means obligations of the HSBC Group to comply with: (a) laws or international guidance and internal policies or procedures, (b) any demand or request from authorities or reporting, disclosure or other obligations under laws, and (c) laws requiring us to verify the identity of our customers
- 'Financial Crime' includes money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any laws relating to these matters

CRS and CKYCR Declaration/Consent clause:

I have read and understood the information requirements and the terms and conditions mentioned in this form (and hereby confirm that the information provided by me on this form is true, correct and complete. I hereby agree and confirm to inform HSBC India for any modification to this information promptly. I further agree to abide by the provisions relating to 'Foreign Account Tax Compliance Act' (FATCA) and Common Reporting Standards (CRS) on Automatic Exchange of Information (AEOI) provided in Rules 114F to 114H of the Income Tax Rules, 1962'.

I authorise you to update your records basis the above information. I also authorise you to share the given information provided by me with any statutory/regulatory authorities, as appropriate or HSBC group entities.

I understand that the details provided in the form will be reconciled with your existing records and any discrepancy thereof will be duly highlighted to me for further rectification/update of records.

I acknowledge that the information contained in this form and information regarding the accountholder and any Reportable Account(s) may be provided to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the accountholder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the accountholder (or am authorised to sign for the accountholder) of all the account(s) to which this form relates.

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein immediately.

In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

I hereby consent for receiving information from Central KYC Registry through SMS/E-mail on the above mentioned registered number/e-mail address.

I certify that where I have provided information regarding any other person (such as a Controlling Person or other Reportable Person to which this form relates) that I will, within 30 days of signing this form, notify those persons that I have provided such information to HSBC India and that such information may be provided to the tax authorities of the country in which the account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the person may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I undertake to advise HSBC India within 30 days of any change in my circumstances which affects the tax residency status or causes the information contained herein to become incorrect, and to provide HSBC India with a suitably updated self-certification and declaration within 90 days of such change in circumstances.

KNOW YOUR CUSTOMER/DUE DILIGENCE REQUIREMENT

- In line with the requirements of the Bank's policy, the Know Your Customer (KYC) documents along with other documentation need to be submitted at the time of availing a new card/account or as and when requested by the Bank

If we collect any information from you other than KYC requirement, we will collect it separately and not as part of account opening form. In case we collect any additional information we will explain the purpose for which we are collecting this information and take your specific consent for the same.

HSBC India reserves a right to allow/restrict operations in a newly opened/existing credit card accounts maintained with the Bank, if the customer is not able to satisfy the due diligence requirements in line with the Bank's policy.

ACCOUNT RULES AND TERMS AND CONDITIONS

- HSBC India reserves a right to block transactions/allow operations in a newly opened/existing credit card accounts maintained with HSBC India, if the account deliverables/welcome letter/welcome pack/bank correspondences not limited to account statements, etc., are returned undelivered and HSBC India is unable to contact the accountholder at the address/contact number provided by them at the time of account opening/updated in bank records

CUSTOMER CONSENT

Marketing Offers

From time to time, HSBC India communicates various features/products/promotional offers which offer significant benefits to its customers and may use the service of third party agencies to do so. Do you wish to be informed about such benefits?

- I expressly authorise HSBC India to use information or data relating to me/us, for communicating marketing offers as outlined above.
- I do not wish to receive offers as outlined above.

For customers who wish to receive such marketing offers but do not wish to be communicated the same by way of telephone calls/ SMSs from HSBC, we offer a 'Do not call' service. To register for this, please visit our website www.hsbc.co.in

Sharing of information and Assignment of Activities to Third Party Agencies

I acknowledge that HSBC India remains entitled to assign any activities to any third party agencies/service providers at its sole discretion. I further acknowledge the right of HSBC India to provide details of my/our account and sharing or transfer of information which will be on a confidential basis to HSBC Group offices or other third party agencies/service providers, whether located in India or overseas for the purpose of availing support services of any nature by the Bank, and also may disclose information if required or permitted by any law, rule or regulation or at the request of any public or regulatory authority or if such disclosure is required for the purposes of preventing fraud, without any further specific consent or authorisation from me/us.

Declaration for Aadhaar

I give my consent and authorize HSBC India to verify my identity details through the Aadhaar database held with Unique Identification Authority of India (UIDAI) through any of the modes of authentication as per the rules and regulations in relation to such authentication or such other authority as may be regulated from time to time. I authorize HSBC India to send my identity information (Aadhaar number or Virtual ID, biometric information and demographic information) to UIDAI or such other authority as may be regulated from time to time for authentication through any of the modes of authentication as per the rules and regulations in relation to such authentication.

X

Signature of primary credit card applicant

ACKNOWLEDGEMENT (To be filled by sales representative)

I hereby confirm that the applicant(s) has/have signed in my presence.

- The customer's need for the product has been identified based on the reason for availing of the product as indicated by the customer in the form.
- The suitability of the product has been understood based on the financial standing and income details provided by the customer in the form.
- I confirm that the details provided by the customer are correct. I have personally verified this and have performed the due diligence on other declarations submitted by customer (if any)

X

Signature of Bank Executive

Date: _____

X

Signature of Agent

FOR FURTHER DETAILS, PLEASE CONTACT OUR HSBC PHONEBANKING OFFICERS AT

HSBC PhoneBanking numbers in India: 1860 108 7788/1860 500 2277

For calls from overseas to India: +91 - 22 - 6680 0001

DOCUMENTS REQUIREMENT

Proof of Identity (any one)

- PAN number
- Aadhaar card or Virtual ID
- Passport
- Voters ID
- National Rural Employment Guarantee Act (NREGA) job card
- Driving licence

Proof of Address (any one)

- Aadhaar card
- Passport
- Voters ID
- NREGA job card
- Driving licence
- Others _____

*For information on additional documents acceptable as identity/address proof, please get in touch with the nearest HSBC branch in India or your HSBC Relationship Manager or call the HSBC India Contact Centre.

Documents accepted as a Proof of Address should mention the address details.

Self-attested copy of the latest salary slip or Income tax returns or Form 16 (wherever applicable).

Kindly submit the documents to HSBC Representative or to nearest HSBC Branch in India with a duly completed and signed card application form, photocopies of the Proof of ID and Proof of Address documents. You are requested to carry the original documents for verification by the HSBC representative.

Terms and Conditions apply. For further details on the products and services offered by HSBC, please visit www.hsbc.co.in or refer to the credit card services guide.

ACKNOWLEDGEMENT – BANK

Sr. No. _____ Marketing Code

Agency Name _____

Sales Executive's Name _____

Sales Executive's Code

Joining Fee (₹) VISA Platinum /Advance VISA Platinum /VISA Smart Value - NIL

Annual Fee (₹) VISA Platinum /Advance VISA Platinum - NIL
VISA Smart Value - ₹499

ACKNOWLEDGEMENT – APPLICANT

Sr. No. _____ Marketing Code

Agency Name _____

Sales Executive's Name _____

Sales Executive's Code

Joining Fee (₹) VISA Platinum /Advance VISA Platinum /VISA Smart Value - NIL

Annual Fee (₹) VISA Platinum /Advance VISA Platinum - NIL
VISA Smart Value - ₹499

Instructions/Check list/Guidelines for filling Individual Application Form

Self-Certification of documents is mandatory.

The generation of KYC number/identifier will be performed by the Bank subject to availability of necessary technology.

Clarification/Guidelines on filling details for CRS purposes.

Reason A: The country where I am liable to pay tax does not issue TINs to its residents.

Reason B: The account holder is otherwise unable to obtain a TIN or equivalent number. (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason.)

Reason C: No TIN is required.

(Note: Only select this reason if the authorities of the country of tax residence entered in the table do not require the TIN to be disclosed.)

Appendix – Definitions

Note: These are selected definitions provided to assist you with the completion of this form. Further details can be found within the Income Tax Rules, 1961 and OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (the CRS), the associated commentary to the CRS, and domestic guidance. This can be found at the following link www.oecd.org/tax/automatic-exchange/. If you have any questions then please contact your tax adviser or domestic tax authority.

Tax Identification Number (TIN): TIN (including functional equivalent) – The term TIN means Taxpayer Identification Number assigned to a person in the country or territory in which he is resident for tax purposes and includes a functional equivalent in case no such number is assigned. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the following link: www.oecd.org/tax/automatic-exchange/

Some jurisdictions do not issue a TIN. However, these jurisdictions often utilise some other high integrity number with an equivalent level of identification (a functional equivalent). Examples of that type of number include, for individuals, a social security/insurance number, citizen/personal identification/service code/number, and resident registration number, PAN (Permanent Account number) and resident registration number.)

Account holder – The term ‘account holder’ means the person listed or identified as the holder of a Financial Account by the financial institution that maintains the account.

CKYCR – Central KYC Registry.

Controlling Person – This is a natural person who exercises control over an Entity and includes a beneficial owner as determined under sub-rule (3) of rule 9 of the Prevention of Money-Laundering (Maintenance of Records) Rules, 2005.

In determining the beneficial owner, the procedure specified in the following circular as amended from time to time shall be applied, namely:

- (i) DBOD.AML.BC. No.71/14.01.001/2012-13, issued on 18 January 2013 by the Reserve Bank of India; or
- (ii) CIR/MIRSD/2/2013, issued on 24 January 2013 by the Securities and Exchange Board of India; or
- (iii) IRDA/SDD/GDL/CIR/019/02/2013, issued on 4 February 2013 by the Insurance Regulatory and Development Authority.

In the case of a trust, the Controlling Person means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, the said expression means the person in equivalent or similar position.

Where an Entity account holder is treated as a Passive Non-Financial Entity (NFE) then a Financial Institution must determine whether such Controlling Persons are Reportable Persons. If the account is maintained for an Entity of which the individual is a Controlling Person, then the ‘Controlling Person tax residency self-certification’ form should be completed instead of this form.

Entity – The term ‘Entity’ means a legal person or a legal arrangement, such as a corporation, organisation, partnership, trust or foundation.

FATCA – Foreign Account Tax Compliance Act

Financial Account – A ‘Financial Account’ is an account maintained by a Financial Institution and includes: Depository Accounts; Custodial Accounts; Equity and Debt interest in certain Investment Entities; Cash Value Insurance Contracts; and Annuity Contracts.

Reportable Account – The term ‘Reportable Account’ means an account held by one or more Reportable Persons or by a Passive NFE with one or more Controlling Persons that is a Reportable Person (relevant extract for CRS).

Reportable Person

Reportable person means,

- (a) one or more persons other than,
 - i. a corporation, the stock of which is regularly traded on one or more established securities markets;
 - ii. any corporation that is a related Entity of a corporation mentioned in item (i);
 - iii. a Governmental Entity;
 - iv. an International organization;
 - v. a Central bank; or
 - vi. a financial institution,

that is a resident of any country or territory outside India (except the United States of America) under the tax laws of such country or territory or an estate of a descendent who was a resident of any country or territory outside India (except the United States of America) under the tax laws of such country or territory; (relevant extract for CRS).

Dual resident individuals may rely on the tiebreaker rules contained in tax conventions (if applicable) to solve cases of double residence for purposes of determining their residence for tax purposes.

KEY THINGS YOU SHOULD KNOW

1. Credit cards from HSBC have been designed to complement your lifestyle. We currently offer VISA Platinum, Advance VISA Platinum and VISA Smart Value Credit Cards. The cards extend a host of offers ranging from travel privileges to dining, shopping and more.
2. Please visit the credit cards section of our website www.hsbc.co.in for more details on:
 - Free credit up to 52 days on purchases under the applicable terms and conditions
 - Rewards programme on your HSBC Credit Card with redemption options across various categories
 - Lost card liability and how to reduce the chances of your credit card being subject to misuse
 - Transaction fee and applicable interest for cash advances against your credit card, finance charge (interest) in case the credit card outstanding is not repaid in full by the due date
3. You need to pay the minimum payment due (you may choose to pay higher) by the payment due date specified on your monthly card statement to avoid transactions getting declined and levy of late payment fee.
4. Making only the minimum payment every month would result in the repayment stretching over years with consequent interest payment on your outstanding balance. Please refer to Most Important Terms and Conditions (MITC) on www.hsbc.co.in
5. You need to pay at least your minimum due amount by the due date. Non-payment would impact:
 - Your credit rating (reporting to Credit Information Companies)
 - Other credit facilities availed from HSBC
 - In addition to the above, the Bank can cancel the credit limit and initiate recovery proceedings to recover the dues
6. The Bank will notify you of any changes in the terms and conditions of this product with prior notice of one month.
7. Please visit ‘Personal - Credit Cards’ section of our website www.hsbc.co.in for detailed terms and conditions applicable on your credit card.

IMPORTANT TERMS AND CONDITIONS

To get the complete version, please visit www.hsbc.co.in

1. FEES AND CHARGES

a) Annual Membership fees

Annual Membership fees are applicable on the primary and add-on credit card(s). These fees may vary depending on the offer under which the HSBC Credit Card has been availed of by the Cardholder. These fees, including fees for any add-on Cardholder(s), as applicable, are charged to the Cardholder's credit card account on issuance/renewal and the same would be reflected in the monthly credit card statement of the month in which it is charged. No refund of fees will be available if the credit card is terminated. Current charges are mentioned in the tariff sheet given below.

b) Cash Advance fees

The Cardholder has access to cash, round the clock, at HSBC/VISA ATMs in India and overseas. A transaction fee of 2.5% of the transaction amount (subject to a minimum of ₹300) would be levied on all such transactions at the time of posting of the cash advance and would be billed to the Cardholder in the next monthly statement. The transaction fee is subject to change at the sole discretion of HSBC. Cash advance transactions are also subject to a finance charge at the prevailing rate calculated on daily outstanding balances from the date of withdrawal. The finance charge will be debited to the credit card account on the last day of the billing cycle.

c) Service charges levied for certain transactions

- Fees and charges, as may be applicable from time to time, are payable by Cardholders for specific services provided to the Cardholder or for defaults committed by the Cardholder with reference to his/her card account
- Tariff structure is subject to change from time to time at the sole discretion of HSBC. Such changes will be made with prospective effect giving notice of at least one month
- Please be advised that applicable Indirect Taxes including Goods and Services Tax (GST) would be recovered on all our fees and charges and any other amount liable to tax under prevailing Indirect Tax
HSBC Maharashtra GST No - 27AAACT2786P1ZN
Address: 52/60 Mahatma Gandhi Road Fort, Mumbai - 400 001.
HSN (Harmonized System Nomenclature) Code: 9971 - Financial Services
- Late payment charge will be applicable if minimum payment due is not paid by the payment due date
- Overlimit charges is applicable in the event of total outstandings exceeding the credit limit assigned

TARIFF SHEET

Standard Joining fees: VISA Platinum/Advance VISA Platinum VISA Smart Value Credit Card	NIL NIL
Standard Annual fees: VISA Platinum/Advance VISA Platinum VISA Smart Value Credit Card	NIL ₹499 (Waived off for annual spends of ₹50,000 or more). ₹500 worth Amazon Vouchers on payment of annual fee.
Standard Annual fees for add-on card	NIL
Free credit period	Up to 52 days
Finance charges on extended credit: VISA Platinum/Advance VISA Platinum VISA Smart Value Credit Card	3.3% ¹ p.m. (39.6% ¹ p.a.) computed from the date of transaction Dynamic interest rate computed from the date of transaction and can vary between 1.99% ² per month (23.88% ² per annum) – 2.99% ² per month (35.88% ² per annum)
Finance charges on extended cash advances	3.3% ¹ per month (39.6% ¹ per annum) computed from the date of transaction
Minimum repayment on extended credit usage	5% of the total payment due of the statement plus greater of past due or Overlimit due (if any) subject to minimum of ₹100. Interest will be charged on the extended credit as per terms and conditions
Duplicate statement (older than 3 months)	₹100 per statement
Charge in case of bounced cheque, dishonoured SI or unsuccessful payment through NACH	₹350
Transaction fee for cash advances against your credit card account at branches and ATMs	2.5% of transaction amount (subject to a minimum amount of ₹300) ³
Transaction fee for cash withdrawal against your bank account at ATMs overseas	₹100
Transaction fee for cash withdrawal against your bank account	NIL
Overlimit fee	₹500 per month
Late payment fee (Charged if minimum amount due does not reach HSBC by payment due date)	50% of the minimum payment due (subject to a minimum of ₹400 and a maximum of ₹750 per month)
Sales slip retrieval/charge back processing fee	₹225
Out-of-town cheque processing/collection charge	₹50 for cheque values upto ₹10,000, ₹100 for cheque values from ₹10,001 to ₹100000, ₹150 for cheque values ₹1,00,001 and above
Credit card replacement fee (within India)/(outside India)	₹100
Currency conversion charge for foreign currency transactions	3.50%
Balance enquiry on the credit card at other bank ATMs	NIL
Handling charges for redemption of rewards	₹50 per redemption
Cash payment charge (HSBC Credit Card bill payment made in cash at HSBC branches and drop-boxes)	₹100
Copy of Credit Information Report (CIR)	₹50

¹ Or as decided by the Bank from time to time

² Rate of interest is subject to the bank's periodic review and will be decided based on your performance on existing HSBC products and information related to other lending products, received from the credit bureau. While the upward or downward revision of interest rate will be intimated to the customer in current Billing cycle, the new interest rate will be applicable from next Billing cycle. In case of a revision in the interest rate, the revised interest rate will be applicable on any outstanding balance which is carried forward from the previous billing cycle.

³ Finance charges per month at the prevailing rate will also apply.

The Bank shall provide a prior notice of one month in case of any changes made to the above credit card tariff.

- Finance Charge Illustration
E.g.: You purchase a watch for ₹1,200 on 01 March and a necklace for ₹800 on 10 March.
The following interest will be charged on your purchases:

	VISA Smart Value		VISA Platinum/Advance VISA Platinum
Outstanding due in 20 March statement	₹2,000.00	₹2,000.00	₹2,000.00
Payment made on the due date of 10 April	₹100.00	₹100.00	₹100.00
Balance carried forward (revolved)	₹1,900.00	₹1,900.00	₹1,900.00
Interest calculations @:	1.99%	2.99%	3.30%
a) Interest on ₹1,200 for 41 days (from 1 March to 10 April)	₹32.19	₹48.36	₹53.38
b) Interest on ₹800 for 32 days (from 10 March to 10 April)	₹16.75	₹25.17	₹27.77
c) Interest on ₹1,900 for 10 days (from 11 April to 20 April)	₹12.43	₹18.68	₹20.61
Total Interest charged in 20 April statement	₹61.37	₹92.21	₹101.77
GST @ 18.00% on Interest	₹11.05	₹16.60	₹18.32
Outstanding due in 20 April statement	₹1,972.41	₹2,008.80	₹2,020.08

As illustrated above, for identical purchase transactions and balance carried forward, the outstanding due in the 20 April statement is ₹1,972.41 for the VISA Smart Value Credit Card (with applicable finance charge interest rate of 23.88% p.a.), compared to ₹2,020.08 for VISA Platinum and Advance VISA Platinum Credit Card with fixed finance charge interest rate of 39.6% p.a.

For Smart Value - Making only the minimum payment every month would result in the repayment stretching over years with consequent interest payment on your outstanding balance.

For Visa Platinum/Advance Platinum - Making only the minimum payment every month would result in the repayment stretching till the entire outstanding is settled. For example, if payment due is ₹5,000 and you do not make any new transactions on your credit card, minimum repayment could stretch up to 9 years basis the current tariff structure on your card.

d) Interest-free (grace) period

Cardholders can get up to 52 days free credit without any finance charge levied to the credit card account. This is applicable provided the credit card outstanding, as shown on monthly credit card statement, is settled fully by the payment due date. However, the free credit period will not be applicable for Cash Advance transactions.

e) Finance charges

- Cardholders can avail of the 'extended credit facility' by paying the Minimum Payment Due (MPD) indicated in the monthly credit card statement. The MPD is calculated as 5% of the total payment due of the statement plus greater of Past Due amount or Overlimit amount (if any). Interest will be charged on the extended credit as per terms and conditions
- If Cardholders avail of the extended credit facility by paying an amount less than the statement closing balance, the entire outstanding amount will attract a finance charge from the respective date of transaction at the prevailing rate. All new transactions will also attract a finance charge from the respective date of transaction
- All cash advance transactions will attract a finance charge at the prevailing rate from the date of withdrawal until the entire amount along with the charges are cleared
- Finance charges are computed from date of transaction at the prevailing rate mentioned in the tariff sheet or at such modified rates as decided by Bank from time to time

f) Late payment fee

Late payment fee (Charged if the minimum amount due is not credited in the card by the payment due date) is 50% of the Minimum Payment Due (MPD) subject to minimum fees of ₹400 and maximum fees of ₹750 per month. Assume you receive a statement for the period 16 October - 15 November, with a payment due date of 7 December. Payment towards Minimum Payment Due (MPD) is required to be received in the card account by the payment due date (7 December), to ensure that no late payment fees are levied. Late payment fees will be levied as per the illustration in the below table:

MPD	Late payment charges	Description
100	400	50% of MPD i.e. ₹100 is ₹50. Since the minimum fee is ₹400, the Late payment fee levied will be ₹400.
250	400	50% of MPD i.e. ₹250 is ₹125. Since the minimum fee is ₹400, the Late payment fee levied will be ₹400.
500	400	50% of MPD i.e. ₹500 is ₹250. Since the minimum fee is ₹400, the Late payment fee levied will be ₹400.
1000	500	50% of MPD i.e. ₹1,000 is ₹500, the Late payment fee levied will be ₹500.
1500	750	50% of MPD i.e. ₹1,500 is ₹750, the Late payment fee levied will be ₹750.
2000	750	50% of MPD i.e. ₹2,000 is ₹1,000. Since Maximum fee is ₹750, the Late payment fee levied will be ₹750.

2. CREDIT LIMITS

- The credit limit and cash withdrawal limit (Up to 40% of credit limit or as decided by the Bank from time to time) are communicated to you in your monthly card statement. The available credit limit is provided as part of the monthly statement. The Bank reserves its right to reduce the credit limit. Usage of the card shall be deemed as acceptance of the credit limits granted from time to time
- Credit limit is the maximum amount, which can be outstanding against the credit card account at any given time
- In case the total outstanding exceeds the credit limit, all purchases/cash transactions initiated beyond this limit will be declined till the credit card account is funded fully or partly
- The credit limit approved on the account is shared between the primary Cardholder and the add-on Cardholders
- The available credit limit on the credit card account is the assigned credit limit less the 'Total Amount Due'. The Cardholder should refer to the Bank to ascertain the available credit limit at any point in time
- The Cardholder may apply for a review of his assigned credit limit at any time after six months of satisfactory credit card operations

3. BILLING AND PAYMENTS

- With effect from 05 August 2013 we wish to inform that the payment allocation logic (i.e. 'Payment Hierarchy') towards payment made to the credit card account is being revised. In the revised 'Payment Hierarchy', allocation will first happen to the extent of Minimum Payment Due, first by the following 'plans' i.e. EMI, cash advances, purchase outstanding and balance transfer in descending order of interest rates, and within a given 'plan', the payment will be allocated in a predefined order of (1) Service Charges, (2) Finance Charges, (3) Late payment charges (4) Annual fee and (5) Other fees. The excess payment (if any) over and above minimum payment due will be allocated in same hierarchy as defined above.
- When the credit card account has an outstanding balance, HSBC will send a monthly itemised statement of account at the mailing address indicating the payments credited and the transactions debited to the Cardholder's account since the last statement. Non-receipt of statement would not affect the Cardholder's obligations and liabilities.
- Cardholders may choose to pay only the Minimum Payment Due, as printed on the statement, and such payment should be sent before the payment due date, which is also printed on the statement. If payment is made by cheque, the funds must be realised in the card account by the due date. The outstandings carried forward will attract a finance charge at the prevailing rate mentioned in the tariff sheet or as decided by the Bank from time to time.
- Cardholders can choose from following modes of payment to settle monthly dues:
 - Cheque/draft payment: The cheque/draft should be made payable to 'HSBC A/c No. XXXX XXXX XXXX XXXX' (mention cardholders' 16-digit credit card number).

Cheque/draft payment can be submitted at:

- Drop-boxes at HSBC Branches/ATMs in India (visit www.hsbc.co.in for a complete list of branches and ATMs)
- Skypak drop-boxes (visit www.hsbc.co.in for a list of Skypak drop-boxes located close to you)
- Mail to The Hongkong and Shanghai Banking Corporation Limited, Clearing Department, M G Road, Fort, Mumbai - 400 001

- Cash Payment: Cash payments can be made at any HSBC Branch in India
- Standing Instruction: If the Cardholder is an account holder with HSBC, he/she can issue a standing instruction for transferring funds from the Cardholder's HSBC account to credit card account
- Internet Banking: Cardholder can pay bills online conveniently by logging onto HSBC Personal Internet Banking*

*Option available for HSBC account holders only.

- ECS: Cardholders can make payment directly by authorising HSBC to debit a Cardholder's account with any Bank. This facility is available only in Mumbai and Delhi.
- Electronic Funds Transfer (NEFT): You can make a payment towards your credit card account via NEFT, mentioning the complete 16-digit credit card number.
- ATM/PhoneBanking: Cardholder can access their account with HSBC through ATM/PhoneBanking facility for making payments against credit card outstandings

e) Billing disputes resolution:

- The Cardholder is deemed to have received each statement of account for the preceding month, either on actual receipt of the statement of account or 10 days after the dispatch of the statement of account by the Bank, whichever is earlier (prescribed period). Upon receipt of each statement of account and in any event not more than 30 (thirty) days from the period mentioned above, the Cardholder agrees to immediately notify the Bank in writing of any errors, omissions, irregularities, including any fraudulent or unauthorised transactions or any other objections the Cardholder has to that statement of account. If the Cardholder fails to notify the Bank within 30 (thirty) days, the statement of account and all entries therein, will be conclusive evidence of the correctness of the contents and binding upon the Cardholder and/or any person claiming under or through such Cardholder without the requirement for any further proof and the Bank will be released from all liability for any transaction (including all charges, damages and losses of any kind whatsoever, taxes, levies, fines, fees or penalties suffered and/or incurred) occurring up to the date of the most recent statement of account, except for transactions the Cardholder gave notice of in accordance with this section
- For reporting billing discrepancies, Cardholders can either call the customer service centre (numbers are provided on the reverse of the monthly statement or at www.hsbc.co.in) or write to HSBC Credit Card Division, Dispute Desk, P. O. Box 5080, Chennai - 600 028
- All grievance escalations should be marked to The Chief Nodal Officer, The Hongkong and Shanghai Banking Corporation Limited, 'Rajalakshmi', No. 5 & 7, Cathedral Road, Chennai - 600 086. E-mail: nodalofficerinm@hsbc.co.in
- You may contact the Nodal Officer Team at the following contact number between 09:30 a.m. and 06:00 p.m., Monday to Friday. Ph.: +91 44 - 3911 1217

4. DEFAULT

- In the event of default (if the Minimum Amount Due is not paid by the payment due date or breach of any clause of the Cardholder agreement), the Cardholder will be sent reminders from time to time for payment of any outstandings on credit card account, by post, fax, telephone, e-mail, SMS messaging and/or through third parties appointed for collection purposes to remind, follow-up and collect dues. Any third party so appointed, shall adhere to the Indian Banks Association (IBA) code of conduct on debt collection
- Recovery of dues in case of death of Cardholder:
 - The whole of the outstanding balance (including unbilled transactions) will become immediately due and payable to HSBC
 - HSBC will become entitled to recover the total outstandings from the estate of the Cardholder
- As per Reserve Bank of India guidelines, we provide credit information relating to our credit Cardholders to Credit Information Companies on a monthly basis. The information provided reflects the status as at the previous month-end and includes information regarding whether the credit card account is regular or delinquent. In the event a credit card account is delinquent as at the date of such reporting and the account is subsequently regularised, the status of the account will only be updated prospectively, at the time of the next monthly reporting. As per Credit Information Companies, all changes in customer status are updated within a maximum of 30 days. To avoid any adverse credit history with Credit Information Companies (CICs), credit Cardholders should ensure that they make timely payment of the amount due on the card account

5. TERMINATION

- You may terminate this Agreement at any time by written notice to HSBC accompanied by the return of the credit card and any additional credit cards cut into several pieces and full clearance of all the outstandings. Where this Agreement relates to the use of an additional credit card, the usage of the additional card may be discontinued by written notice to HSBC by you. Please destroy the additional credit card by cutting it into several pieces through the magnetic strip
- HSBC may at its discretion recall the outstanding amount on your credit card(s)/add-on card(s) without assigning any reason thereof. In the event of HSBC recalling the entire outstanding amount, HSBC shall give you reasonable notice for paying the entire outstanding amount
- Notwithstanding anything to the contrary stated elsewhere in these terms and conditions, HSBC may in its discretion, cancel the limit granted on your credit card account or credit card/add-on card(s) without assigning any reason thereof. In the event HSBC cancels the limit granted on your credit card account or credit card/add-on card(s) in terms of this clause, HSBC shall intimate you on such cancellation
- The whole of the outstanding balance on the credit card account, together with the amount of any outstanding credit card transactions effected but not yet charged to the credit card account, will become immediately due and payable in full to HSBC on suspension/termination of the Agreement for whatever reasons or on the insolvency or death of the credit cardholder. HSBC will become entitled to recover the outstanding dues together with all expenses, legal fees, finance charges and interest from the estate of the credit Cardholder on his death, without prejudice to its rights to continue to charge the finance charges and other charges at prevailing rates till the dues are settled
- Any intimation given by HSBC hereunder will be deemed to have been received by you within seven days of posting to your address last notified in writing to HSBC
- Closure of the credit card may entail withdrawal of all facilities provided through use of the credit card and/or the credit card number

6. LOSS/THEFT/MISUSE OF THE CARD

- a) If the credit card is lost/stolen, the Cardholder should report it to HSBC immediately in writing or by calling HSBC PhoneBanking. The Bank, is merely acting as a facilitator in taking up the dispute through MasterCard®/VISA to the concerning merchant. The Bank is thus not liable for the outcome of the investigation.
- b) The Cardholder will not be held liable for any transaction made on the credit card after reporting the loss/theft/misuse to HSBC.
- c) Although loss or theft may be reported as mentioned in (a) above, the Cardholder must confirm to HSBC in writing. A copy of the acknowledged FIR must accompany the written confirmation.
- d) Should the Cardholder subsequently recover the card, the recovered credit card must not be used. Please destroy the card by cutting it into several pieces through the magnetic strip.

7. DISCLOSURES

- The applicant acknowledges the right of HSBC to provide details of his/her application including any applications for add-on credit card, to third party agencies for the purpose of availing of support services of any nature by HSBC, without any specific consent or authorisation from him/her or any applicants for the add-on credit card
- The applicant(s) further acknowledges that HSBC is authorised to share information relating to the applicant/add-on applicant(s), including information relating to any default committed by the applicant(s) in discharge of his/her obligation, as HSBC may deem appropriate and necessary, with any existing or future credit bureaus/credit reference agencies as determined by HSBC from time to time. Accordingly the applicant gives consent and confirms having obtained consent from add-on applicant(s), to disclose information to such credit bureaus/credit reference agencies/Credit Information Company (specifically authorised by RBI), in terms of the Credit Information Companies (Regulation) Act, 2005 or any other extant law or regulation. Such Entities may further make available processed information or data or products thereof to banks/financial institutions and other credit grantors
- HSBC may also provide information relating to credit history/repayment record of applicant(s) to a credit information company (specifically authorised by RBI), in terms of the Credit Information Companies (Regulation) Act, 2005