

# IMPORTANT TERMS AND CONDITIONS

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## 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 PLATINUM	NIL
Standard Annual fees PLATINUM First year fee Second year onwards fee	NIL NIL
Standard Annual fees for additional add-on card PLATINUM (w.e.f. 10 July 2009)	NIL
Free credit period	Up to 52 days
Finance charges on extended credit and cash advances	3.3% p.m. (39.6%# p.a.) computed from the date of transaction (w.e.f. 1 July 2012)
Minimum Payment Due (MPD) 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 a minimum of ₹100. Interest will be charged on the extended credit as per T&C
Duplicate statement (older than 3 months)	₹100 per statement
Charge in case of cheque bounce, standing instruction dishonoured or unsuccessful payment through NACH	₹350
Cash advance limit (against credit card account)	As communicated to you in your monthly card statement
Transaction fee for cash advances against your credit card account at branches and ATMs	2.5% of the transaction (subject to a minimum of ₹300)*

Transaction fee for cash withdrawal against your bank account at ATMs overseas	₹100
Transaction fee for cash withdrawal against your bank account at non-HSBC ATMs in India	NIL
Overlimit fee	₹500 per month
Late payment fee (charged if the minimum amount due is not credited in the card by the payment due date)	50% of the minimum payment due (MPD) subject to minimum fees of ₹400 and maximum fees of ₹750 per month)
Sales slip retrieval/charge back processing fee	₹225 per month
Out of town cheque processing/ collection charge	₹50 per instrument (up to ₹10,000) ₹100 per instrument (₹10,000 - ₹1 lakh) ₹150 per instrument (greater than ₹1 lakh)
Credit card replacement fee (within India/outside India)	₹100
Currency conversion charge for foreign currency transactions	3.5%
Balance enquiry on the credit card at other bank ATMs	NIL
Handling charges for redemption of rewards	₹50 per redemption (w.e.f 1 April 2012)
Cash Payment Charge (HSBC Credit Card bill payment made in cash at HSBC Branches & Drop-boxes)	₹100
Copy of Credit Information Report (CIR)	₹50

#Or as decided by the Bank from time to time. \*Finance charge per month at the prevailing rate will also be applicable. The Bank shall provide a prior notice of one month in case of any changes 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.

	<b>Platinum Credit Cards</b>
Outstanding due in 20 March statement	₹2,000
Payment made on the due date of 1 April	₹100
Balance carried forward (revolved)	₹1,900
Interest calculations: (3.3% p.m.)	
a) Interest on ₹1,200 for 41 days (from 1 March to 10 April)	₹53.38
b) Interest on ₹800 for 32 days (from 10 March to 10 April)	₹27.77
c) Interest on ₹1,900 for 10 days (from 11 April to 20 April)	₹20.61
Total Interest charged in 20 April statement	₹101.77
GST @ 18.00% on Interest	₹18.32
Outstanding due in 20 April statement	₹2,020.09

- c) Making only the minimum payment every month would result in the repayment stretching till the entire outstanding is settled and consequent payment on your outstanding balance during this extended period: e.g. If payment due is ₹5,000 and you do not make any new transactions on your credit card, the repayment will stretch up to 8.75 years (105 months) at the current tariff structure
- 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 3.3% per month (39.6% per annum) or at such modified rates as decided by the 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 16th Oct - 15th Nov., with a payment due date of 7th Dec. Payment towards Minimum Payment Due (MPD) is required to be

received in the card account by the payment due date (7th 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 (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 & PAYMENTS

- a) Effective 05 August 2013, Payments made to the cardholders account will be settled in the following order -
1. Service charges\*
  2. Interest/finance charges
  3. Late payment fee
  4. Annual fee
  5. Overlimit fee
  6. Installment handling fee
  7. Installment processing fee
  8. Return cheque charges

9. Insurance premium 10. Principal\*\*

\*Service Charges include the following:

- Cash Advance Fee, GST, Card Replacement Fee, Statement Reprint Fee, Balance Transfer Processing Fee, Standing Instruction (SI) Failed Fee

\*\*Principal - includes Purchase amount, Balance Transfer principal amount and Cash withdrawn on the credit card.

- b) 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.
- c) 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 of 3.3% per month (39.6% per annum) or as decided by the Bank from time to time.
- d) 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](http://www.hsbc.co.in) for a complete list of Branches and ATMs)
- 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.

- NACH: 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](http://www.hsbc.co.in)) or write to HSBC Credit Card Division, Dispute Desk, P. O. Box 5080, Chennai - 600 028
- If at any stage, you feel that our service levels are not up to your expectations, you can email your complaint to [info@hsbc.co.in](mailto:info@hsbc.co.in) OR you may write to Manager, Customer Care Centre, The Hongkong and Shanghai Banking Corporation Limited, Rajalakshmi, No. 5 & 7, Cathedral Road, Chennai - 600 086
- OR you may contact our Customer Service Executive by visiting any of our branches OR you may contact our PhoneBanking Service Executives
- All grievance escalations should be marked to the Regional Nodal Officers/Chief Nodal Officer, the contact details of whom can be accessed on the Grievance Redressal Page updated on our website [www.hsbc.co.in](http://www.hsbc.co.in)

#### **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 (CICs) 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 CICs, all changes in customer status are updated within a maximum of 30 days. To avoid any adverse credit history with 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 therefor. 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 Phone Banking Officers.

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 cardholder acknowledges the right of HSBC to provide details of his / her account including those of any add-on cardholder(s), to third party agencies for the purpose of availing of support services of any nature by the Bank, without any specific consent or authorisation from him/her or any add-on cardholders
- The cardholder further acknowledges that HSBC is authorised to share information relating to cardholder/add-on cardholder(s), including information relating to any default committed by the cardholder 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 cardholder gives consent and confirms having obtained consent from add-on cardholder(s), to disclose information to such credit bureaus/credit reference agencies. 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 the cardholder to a credit information company (specifically authorised by RBI), in terms of the Credit Information Companies (Regulation) Act, 2005
- Your HSBC Credit Card transactions outside India must be made strictly in accordance with Exchange Control Regulations of the Reserve Bank of India. Kindly note that a cardholder resident in India is notified that collecting and effecting/remitting payments directly/ indirectly outside India in any form towards overseas foreign exchange trading through electronic/internet trading portals is prohibited and a cardholder making such transactions would make himself/herself/themselves liable to be proceeded against with for

contravention of the Foreign Exchange Management Act (FEMA), 1999 besides being liable for violation of regulations relating to Know Your Customer (KYC) norms/Anti Money Laundering (AML) standards. Any violation of the Exchange Control Regulations arising out of utilisation of this HSBC Credit Card is the responsibility of the individual HSBC Credit Cardholder.

If the Bank comes across any prohibited transaction undertaken by the cardholder vide credit card or online banking, the Bank will immediately close the card and the matter will be reported to the Reserve Bank of India. Cardholder (primary/additional) and he/she would be liable for action under the provisions of the Foreign Exchange Management Act (FEMA), 1999 and any other regulations in force from time to time. Please note that the onus of ensuring compliance with the regulations is with the holder of the international credit card

## HSBC PhoneBanking numbers

- HSBC PhoneBanking numbers in India:  
1860 108 7788/1860 500 2277
- For calls from overseas to India: +91 - 22 - 6680 0001

PCC (MITC) 07/17

## DO NOT CALL SERVICES

From time to time, HSBC communicates various features/products / promotional offers which offer significant benefits to its cardholders and may use the services of third party agencies to do so. If you do not wish to be informed about such benefits through telephone calls/SMS, you can subscribe for the 'Do not call' service. Please fill up the form given below and mail it to Direct Response Cell, HSBC, P. O. Box 631, Mumbai GPO, Mumbai - 400 001. Your request will be implemented within 30 days from the date of receipt.

Name

First

Middle

Last

City

Please enter at least one of the following contact numbers:

Tel. No.  0

(STD Code)

Mobile No.  0