

AMENDED HSBC BALANCE CONVERSION PLAN PROGRAMME TERMS & CONDITIONS

~~This Amended Terms & Conditions for HSBC Balance Conversion Plan Programme will replace the existing HSBC Balance Conversion Plan Programme with effect from 9 October 2017.~~

Notice is hereby given pursuant to Clause 28 below that Clauses 2, 5, 8, and 27 have been amended in bold, underlined and struck through which will be effective from 15 October 2018. Clause 9 is amended in bold and underlined to reflect the exclusion of any existing BCP and/or Card Instalment Plan from forming part of the Partial and/or Entire Balance Conversion Plan under this Programme. Clause 23 is amended in bold and underlined.

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) will be referred to as “HSBC Bank”.

ELIGIBILITY

2. The Balance Conversion Plan Programme is open to all primary cardholders of HSBC Bank Credit Card(s): HSBC Premier Travel Credit Card, HSBC Premier World MasterCard Credit Card, HSBC Advance Visa Platinum Credit Card, HSBC Visa Signature Credit Card, ~~and~~ HSBC Visa Platinum Credit Card, **and HSBC Platinum MasterCard** issued by HSBC Bank (hereinafter referred to as the “Participating HSBC Bank Credit Card(s)”).

EXCEPT for the following categories of persons:

- i. Holder(s) of HSBC Bank Credit Cards that are not issued in Malaysia; and/or
- ii. Holder(s) of invalid or cancelled HSBC Bank Credit Cards and/or whose accounts are delinquent within HSBC Bank’s definition;
- iii. Holder(s) of company and/or corporate HSBC Bank Credit Cards

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

PARTICIPATION CRITERIA

3. The Balance Conversion Plan Programme available carries separate and distinct participation criteria based on the type of Balance Conversion Plan the Eligible Cardholders opt for i.e. Type A Balance Conversion Plan or Type B Balance Conversion Plan as per below.

Type A Balance Conversion Plan

4. Under this Type A Balance Conversion Plan, Eligible Cardholders may convert their Eligible Retail Transactions (defined in Clause 5 below) into a Balance Conversion Plan (“BCP”) and pay the converted amount (“BCP Amount”) together with the applicable interest in monthly instalments over a selected payment period of 6, 12, 24 or 36 months (“BCP Tenure”). HSBC Bank shall determine the BCP to be offered to the Eligible Cardholders where the interest (“BCP Interest”) is either calculated (i) on a reducing balance method as shown in Example 1 in Clause 12 below or (ii) as a one-time upfront interest which is payable in the first month together with the first scheduled monthly instalment payment as per Example 2 in Clause 12 below (only applicable for payment period of 6 or 12 months).

5. The Type A Balance Conversion Plan is only applicable for retail, and online transactions that:-

- i. are charged to Eligible Cardholders’ Participating HSBC Bank Credit Card(s) in a single receipt;

- ii. are made on or after 18 August 2017;
- iii. amounts to a minimum of RM500 and a maximum of RM50,000 per receipt,
- iv. Include local and overseas transactions and bill payments; and
- v. Exclude Cash transactions (including cash advances), instalment payment under Balance Transfer or Cash Instalment Plan, Standing Instructions, settlement of any finance charges/interest, late payment charges, ~~goods and services tax (GST)~~ and credit card annual fee, **and applicable tax, if any.**

(hereinafter defined as “Eligible Retail Transaction(s)”)

6. Eligible Cardholders must apply for BCP for a period beginning 3 days after the Eligible Retail Transaction was made until 3 days before their next Participating HSBC Bank Credit Card(s) statement date.

Example:

- i. Statement date is 18 August 2017;
- ii. The Eligible Retail Transaction was made on 19 August 2017.
- iii. Eligible Cardholders need to apply for BCP between 22 August 2017 (please allow 3 days for the purchase to be posted into HSBC Bank's system) to 15 September 2017 (3 days before the Eligible Cardholder's Participating HSBC Bank Credit Card's next statement date), both dates inclusive;
- iv. The Eligible Retail Transaction will be converted to BCP on the next statement date of the Eligible Cardholder's Participating HSBC Bank Credit Card i.e. 18 September 2017.

Type B Balance Conversion Plan

7. Under this Type B Balance Conversion Plan, Eligible Cardholders may convert their Partial and/or Entire Outstanding Retail Balances (defined in Clause 8 below) into a Partial and/or Entire Balance Conversion Plan (“Partial and/or Entire BCP”) and pay the converted amount (“Partial and/or Entire BCP Amount”) together with the applicable interest in monthly instalments over a selected payment period of 6, 12, 24, or 36 months (“Partial and/or Entire BCP Tenure”). HSBC Bank shall determine the Partial and/or Entire BCP to be offered to the Eligible Cardholders where the interest (“Partial and/or Entire BCP Interest”) is either calculated (i) on a reducing balance method as shown in Example 1 in Clause 12 below or (ii) as a one-time upfront interest which is payable in the first month together with the first scheduled monthly instalment payment as per Example 2 in Clause 12 below (only applicable for payment period of 6 or 12 months)

8. The Type B Balance Conversion Plan is only applicable for outstanding retail balances that:-
- i. are charged to Eligible Cardholders' Participating HSBC Bank Credit Card(s);
 - ii. amounts to a minimum of RM500 and a maximum of RM50,000 per application
 - iii. Include local and overseas transactions, online transactions, bill payments; and
 - iv. Exclude Cash transactions (including cash advances), instalment payment under Balance Transfer or Cash Instalment Plan, Standing Instructions, settlement of any finance charges/interest, late payment charges, ~~goods and services tax (GST)~~ and credit card annual fee, **and applicable tax, if any.**

(hereinafter defined as “Eligible Retail Balances”).

9. Sample Transactions

Credit Card Statement:

	Transaction details:	Amount (RM)
	Existing Balance Conversion Plan (BCP) – 2 nd Instalment	RM600
	Petrol	RM80
	Dining	RM500
	Fashion	RM2,000
	Existing 12 Month Card Instalment Plan – 5 th Instalment	RM488
	Finance Charges	RM38.50
Total Statement Balance		RM3,706.50
Eligible Retail Balances: Total Statement Balance (RM3,706.50) – Finance Charge (RM38.50) – Existing Balance Conversion Plan 2 nd Instalment (RM600) – Existing 12 months Card Instalment Plan 5 th Instalment		RM2,580

Options available for Eligible Cardholders on the above Credit Card Statement:

Option 1

Entire BCP: The amount to be converted is RM2,580

Option 2

Partial BCP:

Eligible Cardholder may convert any amount between RM500 (i.e. minimum outstanding retail balance eligible for conversion) up to RM2,580.

10. HSBC may at its sole discretion:

- i. Approve the Partial and/or Entire BCP Amount applied for therein; or
- ii. Approve the Partial and/or Entire BCP at a lower amount from what was applied for therein without further notification to the Eligible Cardholder at the time of approval. However, HSBC Bank will subsequently notify the Eligible Cardholder via SMS of the Partial BCP Amount approved at a lower amount and the BCP Monthly Instalment; or
- iii. decline the Partial and/or Entire BCP application, as HSBC Bank deems fit. HSBC Bank is not obliged to assign any reason to the Eligible Cardholder in respect of the exercise of its discretion pursuant to this clause.

DETAILS OF BALANCE CONVERSION PLAN

11. The approved BCP Amount for Type A Balance Conversion Plan or Type B Balance Conversion Plan (whichever applicable) at the time of processing the respective BCP Application (including all unbilled principal balances in the Participating HSBC Bank Credit Card account) must not exceed the available credit card limit of the Participating HSBC Bank Credit Card (“Available Limit”) of the Eligible Cardholder.

12. The BCP interest for Type A Balance Conversion Plan or Type B Balance Conversion Plan (whichever applicable) are computed based on reducing balance payment method as shown in Example 1 below and the BCP Interest computed based on a one-time upfront interest is as shown in Example 2 below.

Example 1

BCP Amount for Type A Balance Conversion Plan or Type B Balance Conversion Plan (whichever applicable): RM10,000

Interest Rate: 6.88% p.a.

Tenure: 12 months

Month	Outstanding Balance (RM)	BCP Monthly Instalment (RM)	BCP Monthly Interest (RM)	BCP Monthly Principal (RM)
	10000			
1	9,213	890.67	103.88	786.79
2	8,418	890.67	95.71	794.96
3	7,615	890.67	87.45	803.22
4	6,803	890.67	79.10	811.57
5	5,983	890.67	70.67	820.00
6	5,155	890.67	62.16	828.51
7	4,318	890.67	53.55	837.12
8	3,472	890.67	44.85	845.82
9	2,617	890.67	36.07	854.60
10	1,754	890.67	27.19	863.48
11	882	890.67	18.22	872.45
12	0	890.64	9.16	881.48

Example 2:

BCP Amount for Type A Balance Conversion Plan or Type B Balance Conversion Plan (whichever applicable): RM10,000

One-time Upfront Interest: 2.88% p.a.

Tenure: 12 months

Month	BCP Monthly Instalment (RM)	Outstanding Balance (RM)
		10,000
1	1,121.33	9,166.67
2	833.33	8,333.34
3	833.33	7,500.01
4	833.33	6,666.68
5	833.33	5,833.35
6	833.33	5,000.02
7	833.33	4,166.69
8	833.33	3,333.36
9	833.33	2,500.03
10	833.33	1,666.67
11	833.33	833.37
12	833.37	0

13. Eligible Cardholders may apply for this Balance Conversion Plan Programme (“BCP Application”) through the channels designated by HSBC Bank and clearly state/give the Eligible Retail Transaction/ Eligible Retail Balances intended for conversion to BCP.

- HSBC Bank will process the BCP Application within 3 working days from the BCP Application date.
- Once the BCP Application has been approved, the Eligible Retail Transaction/ Eligible Retail Balances amount will then be converted to the respective HSBC Bank BCP applied for.

14. During the BCP Tenure, the BCP Amount/ Partial and/or Entire BCP Amount (whichever applicable) will be billed to the Eligible Cardholder by way of monthly instalments (“BCP Monthly Instalment”).

15. After the Eligible Cardholder’s acceptance of the BCP offer in Clause 13, the Eligible Cardholder will not be able to change/alter the BCP Tenure, BCP Amount/ Partial and/or Entire BCP Amount (whichever applicable) and/or the BCP Monthly Instalment once the BCP Application is approved.

16. HSBC Bank may at its sole discretion approve or decline the BCP Application as HSBC Bank deems fit. HSBC Bank is not obliged to assign any reason to the Eligible Cardholder in respect to the exercise of its discretion pursuant to this clause.

17. Eligibility to participate in the Balance Conversion Plan Programme will be considered based on, and is subject to satisfactory conduct of the Eligible Cardholder’s HSBC Bank credit card account. All other terms and conditions appearing in HSBC Bank’s Universal Terms & Conditions (“Universal Terms & Conditions”) of which the Cardholder Agreement is a part of, and as may be stipulated from time to time by HSBC Bank, shall apply.

18. Eligible Cardholders shall be liable for the BCP Amount for Type A Balance Conversion Plan and/or Type B Balance Conversion Plan (whichever applicable) together with its applicable BCP Interest upon HSBC Bank’s approval of the BCP Application.

19. The Eligible Cardholder may apply for more than one BCP during the Programme Period, subject to the Eligible Cardholder qualifying for the BCP in accordance with the terms and conditions herein and subject to HSBC Bank’s approval.

20. The BCP will take effect within 10 working days from the date of approval of the BCP application.

21. Once the BCP Application has been approved, the Eligible Cardholder will receive a letter of notification that:

- i. A corresponding amount of the Eligible Cardholder’s existing credit card limit (reflecting the BCP Amount for Type A Balance Conversion Plan or Type B Balance Conversion Plan (whichever applicable) approved together with its applicable BCP Interest for the BCP Tenure) will be reserved for this purpose and shall not be available for utilisation by the Eligible Cardholder until the settlement of the said BCP Amount/ for Type A Balance Conversion Plan or Type B Balance Conversion Plan (whichever applicable) together with its applicable BCP Interest. Eligible Cardholder will receive an approval letter on the approved BCP Amount for Type A Balance Conversion Plan or Type B Balance Conversion Plan (whichever applicable) together with its applicable Interest rate.

ii. The Eligible Cardholder is responsible to service the BCP Monthly Instalments which will be reflected in the Eligible Cardholder's statement of account for the Participating HSBC Bank Credit Card as part of the monthly minimum payment therein.

22. The Eligible Cardholder acknowledges that the payments made by him/her to his/her HSBC Bank Credit Card account will be applied in accordance with the payment hierarchy in the Cardholder Agreement.

23. The Eligible Cardholder shall give HSBC Bank prior notice if the Eligible Cardholder wishes to opt for an early settlement of the BCP amount, either:

- i. by writing to Card Services, P.O. Box 13688, 50818 Kuala Lumpur; or
- ii. by calling HSBC Bank's call centre via the number behind your Participating HSBC Bank Credit Card,

Upon receipt of the early settlement request by HSBC Bank, the total unbilled principal BCP Amount shall immediately become due and payable by the Eligible Cardholder as an outstanding amount in the Eligible Cardholder's HSBC Bank Credit Card account.

24. In the event the Eligible Cardholder opts for the BCP whereby interest is calculated based on the reducing balance method and chooses to make full payment/early settlement on the BCP Amount for Type A Balance Conversion Plan or Type B Balance Conversion Plan (whichever applicable) without prior notice to HSBC Bank, the Eligible Cardholder will continue to be liable for the BCP Interest which will be charged on a monthly basis throughout the BCP Tenure.

25. The BCP Amount for Type A Balance Conversion Plan or Type B Balance Conversion Plan (whichever applicable) will not earn Reward Points.

GENERAL TERMS & CONDITIONS

26. The Eligible Cardholder shall pay the BCP Monthly Instalment in addition to the 5% minimum payment due on the outstanding balance (if any) of the Participating HSBC Bank Credit Card on or before the payment due date stated in the credit card statement. In the event the BCP Monthly Instalment is not received in full before the payment due date, the applicable tiered finance charges shall be levied on the unpaid balance of the BCP Monthly Instalment or part of thereof in accordance with the Universal Terms & Conditions ("UTC").

27. The entire outstanding **BCP Monthly Instalment and total unbilled principal** balance of the BCP Amount(s) for Type A Balance Conversion Plan or Type B Balance Conversion Plan (whichever applicable) ~~including interest~~ shall immediately become due and payable if:

- i. The Eligible Cardholder defaults in any of his/her obligations stated in this Terms and Conditions or the Universal Terms & Conditions; or
- ii. Default in the payment of the BCP Monthly Instalment; or
- iii. The BCP is cancelled or terminated; or
- iv. The Participating HSBC Bank Credit Card account is in default for over 90 days, or is cancelled or terminated;

and the applicable tiered finance charges shall be levied on the said BCP outstanding balance in accordance with the UTC.

28. HSBC Bank reserves the right as 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 Balance Conversion Plan Programme.

29. HSBC Bank may use any of the following modes to communicate notices in relation to this Balance Conversion Plan Programme to the Eligible Cardholders:

- i. Individual notice to the Eligible Cardholders (either by written notice or via electronic means) sent to the Eligible Cardholders' latest address/email address as maintained in the HSBC Bank's records;
- ii. Press advertisements;
- iii. Notice in the Eligible Cardholders' credit card statement(s);
- iv. Display at HSBC Bank's business premises; or
- v. Notice on HSBC Bank's internet website(s);

where such notices shall be deemed to be effective on and from the 4th day after its delivery/publication/display as per the manner described herein. Save and except notices sent via ordinary mail which will be deemed delivered on the 3rd day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.

30. These Terms and Conditions are in addition to HSBC Bank's Universal Terms & Conditions of which the Cardholder Agreement is a part of and which regulates the provision of credit card facilities by HSBC Bank. In the event of inconsistency between these Terms and Conditions and the UTC, these Terms and Conditions shall prevail in so far as they apply to this Balance Conversion Plan Programme.

31. Expressions defined in these Terms and Conditions shall, unless the context require otherwise, have the same meanings as those subscribed to them in the Universal Terms & Conditions.

32. HSBC Bank 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 Bank.

33. HSBC Bank reserves the right to cancel, terminate or suspend this Balance Conversion Plan Programme with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC Bank of this Balance Conversion Plan Programme shall not entitle the Eligible Cardholders to any claim or compensation against HSBC Bank for any all losses or damages suffered or incurred by the Eligible Cardholders as a direct or indirect result of the act of cancellation, termination or suspension.

34. 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 Balance Conversion Plan Programme, even if HSBC has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

35. The Eligible Cardholder shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Programme.

36. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.

37. HSBC Bank's decision on all matters relating to this Balance Conversion Plan Programme including but not limited to the eligibility of participation and/or approval of applications for this Balance Conversion Plan Programme, and in case of any dispute, is final and binding on all Eligible Cardholders of this Balance Conversion Plan Programme and no correspondence will be entertained.

38. By participating in this Balance Conversion Plan Programme, the Eligible Cardholders agree to be bound by these Terms and Conditions and the decisions of HSBC Bank.