

Amended HSBC Balance Transfer 0% for 6 Months Terms and Conditions

This amended HSBC Balance Transfer 0% for 6 Months Terms and Conditions (“this Terms and Conditions”) will supersede the existing, pre-amended Terms and Conditions with effect from 1 October 2011 and this Terms and Conditions will be effective from 1 October 2011 until the end of the Programme Period.

Every mention of “HSBC” refers to HSBC Bank Malaysia Berhad (Company No. 127776-V).

1. The Programme is from 1 January 2011 until 31 December 2011 and it is only open to selected eligible cardholders of HSBC who have been holding an HSBC Credit Card for not more than 3 months and who are also principal cardholders of credit cards issued by other banks and/or financial institutions licensed by Bank Negara Malaysia (“Eligible Cardholders”).
2. Balance Transfer is the transfer of the Eligible Cardholders’ Outstanding Balance* from other banks’ and/or financial institutions’ principal card account(s) held by them (“Other Card Account(s)”) to any of their approved HSBC Credit Card account (“HSBC Credit Card Account”) subject to the Terms and Conditions herein (“Balance Transfer”).

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

3. This Programme comprises the following Balance Transfer plans:-

6 months: 0% interest rate per month from the application approval date on the Balance Transfer Amount (“Balance Transfer Plan”)

4. The minimum Outstanding Balance that can be transferred under this Programme is RM1,000 (“Minimum Prescribed Amount”) per transfer. The maximum amount of Outstanding Balance that can be transferred is up to 60% of the Eligible Cardholder’s unutilised HSBC Credit Card limit.
5. For purposes of these Terms and Conditions, “HSBC Credit Card limit” refers to the credit limit of the Eligible Cardholder’s HSBC Credit Card Account.
6. Balance transfer will normally be effected within 10 business days from the date of approval of the application for balance transfer. HSBC reserves the right at its absolute discretion, to defer or refuse to effect the balance transfer without assigning any reason whatsoever. Circumstances whereby an application for balance transfer may be declined/rejected include but are not limited to the following - **(i)** if the Outstanding Balance to be transferred exceeds 80% of the Eligible Cardholder’s unutilised HSBC Credit Card limit; **(ii)** if the Outstanding Balance to be transferred does not meet the Minimum Prescribed Amount; **(iii)** if the Eligible Cardholder’s HSBC Credit Card Account has insufficient credit balance; **(iv)** unforeseeable circumstances which are beyond HSBC’s control; **(v)** where the balance transfer cannot be effected due to security reasons; **(vi)** the Other Card Accounts are not in good standing. HSBC shall not be liable to the Eligible Cardholders if it defers or fails to effect the balance transfer pursuant to this clause.
7. HSBC will notify the Eligible Cardholder in writing if the balance transfer application is rejected within 15 days from the date of receipt of the balance transfer application.
8. Payment for the balance transfer amount to the Other Card Account will be made in any manner deemed appropriate by HSBC including, but not limited to, payments made by cheques and the Eligible Cardholders are not allowed to collect the said cheques from HSBC.

9. The Eligible Cardholder shall make the minimum payment of 5% on his/her HSBC Credit Card Outstanding Balance**. The Eligible Cardholder is not allowed to transfer the Balance Transfer Amount to any other bank or financial institution during the tenure of the Balance Transfer Plan.

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

10. Once the balance transfer amount has been approved, a corresponding amount of the Eligible Cardholder's existing HSBC Credit Card limit will be reserved for this purpose and shall not be available to the Eligible Cardholder until settlement of the said Balance Transfer Amount. HSBC shall not be liable to the Eligible Cardholder for any transactions rejected by merchants due to the unavailability of the amount so reserved under the Eligible Cardholder's existing HSBC Credit Card limit. On the date of posting, this specified amount will then be utilised and management charges will be charged thereon from the date of posting***.

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

11. On the expiry of the Balance Transfer Plan, the normal interest rate for balance transfer of 1.50% per month or 18% per annum calculated on a daily basis will apply on the outstanding Balance Transfer Amount.
12. Until the balance transfer is effected, Eligible Cardholders shall continue to be liable to make payment on their Other Credit Card Account(s) in accordance with the terms governing the same. HSBC shall not be liable for interest or any other charges as a result of the Eligible Cardholders' and/or HSBC's failure or delay in making payment before or after the Date of Posting***. Save in respect of the amount of the balance transfer to be transferred to the Eligible Cardholders' respective HSBC Credit Card Account and without prejudice to their liability to HSBC on their Outstanding Balance Transfer, the Eligible Cardholders shall continue to be directly liable to the respective banks and/or financial institutions which issued them their other credit cards for all other Outstanding Balance (principal, accrued finance charges and other charges) on their Other Card Account(s) whether such Outstanding Balance have been incurred before or after HSBC's approval of the Eligible Cardholders' application for the balance transfer.
13. HSBC has the discretion to approve and transfer the whole or part of the amount of the Outstanding Balance applied for. HSBC is not obliged to assign any reason to the Eligible Cardholders in respect to the exercise of its discretion pursuant to this clause.
14. For transfers to be made on or before the statement due date of the Other Card Account to be transferred, the Eligible Cardholder's application for balance transfer must reach HSBC at least 15 days prior to the statement due date. HSBC will not be responsible for any charges that may be imposed by the other credit card issuer(s) of Other Card Account(s) due to transfer delays.
15. These Terms and Conditions are in addition to the respective terms and conditions which regulate the provision of the products and propositions referred to in this Programme. In the event of inconsistency between these Terms and Conditions and the respective product and proposition terms and conditions, these terms and conditions shall prevail in relation to this Programme.

The terms and conditions applicable to the products and propositions referred to in this Programme are available as follows:

- I. Universal Terms & Conditions of HSBC ("UTC") available at www.hsbc.com.my are:
 - (i) Generic Terms & Conditions;

- (ii) Specific Terms & Conditions for HSBC Premier;
- (iii) Specific Terms & Conditions for Personal Financial Services; and
- (iv) Cardholder Agreement.

16. Expressions defined in these Terms and Conditions shall, unless the context requires otherwise, have the same meanings as those ascribed to them in the UTC.
17. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions with 3 days prior notice.
18. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 18, shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
19. HSBC may use any of the following modes to communicate notices in relation to this Programme to the Eligible Cardholder(s):
 - a) individual notice to the Eligible Cardholders (whether by written notice or via electronic means) sent to the Eligible Cardholders' latest address/email address as maintained in the HSBC's records;
 - b) press advertisements;
 - c) notice in the Eligible Cardholders' credit card statement(s);
 - d) display at its business premises; or
 - e) notice on HSBC's internet website(s);where such notices shall be deemed to be effective on and from the 4th day after its delivery/publication/display as per the manner described herein. Save and except notices sent via ordinary mail which will be deemed delivered on the 3rd day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.
20. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.
21. HSBC reserves the right to cancel, terminate or suspend this Programme with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of the Programme shall not entitle the Eligible Cardholder to any claim or compensation against HSBC for any and all losses or damage suffered or incurred by the Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.
22. In no event will HSBC be liable for any loss or damage (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Programme, even if HSBC has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
23. HSBC's decision on all matters relating to this Programme, and in case of any dispute, is final and binding on all Eligible Cardholders of this Programme and no correspondence will be entertained.
24. By participating in this Programme, the Eligible Cardholders agree to be bound by these Terms and Conditions and the decisions of HSBC.
25. To the fullest extent permitted by law, HSBC expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of this Programme.

26. HSBC shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of HSBC.