

Terms & Conditions for Car Insurance Reward Points Promotion (“This Programme”)
(Amended with effect from 1st June 2010)

1. HSBC Bank Malaysia Berhad (Company No. 127776-V) (“**HSBC**”) will **extend this Programme from 1 June to 31 December 2010**, both dates inclusive (“**Programme Period**”).
2. The persons eligible for this Programme (“**Eligible Customers**”) are the holders of HSBC Premier MasterCard Credit Card, HSBC Gold Credit Card, HSBC Classic Credit Card and HSBC Visa Platinum Credit Card only (“**Participating HSBC Credit Cards**”) except for the following categories of persons:
 - (a) Holder(s) of HSBC Credit Cards that are not issued in Malaysia and/or
 - (b) Holder(s) of invalid or cancelled HSBC Credit Cards and/or whose accounts are delinquent within HSBC’s definition at any time during the Programme Period; and/or
 - (c) Holder(s) of company and/or corporate HSBC Credit Cards.
 - (d) Permanent and/or contract employees of HSBC/HSBC Amanah Malaysia Berhad (Company No. 807705-X)/HSBC Amanah Takaful (Malaysia) Sdn. Bhd. (Company No. 731530 -M)/ HSBC Data Processing (M) Sdn Bhd (Company No. 587320-H)/HSBC (Malaysia) Trustee Berhad (Company No. 001281-T) (“**Said Employees**”) and the spouses of the said Employees.
3. Every mention of “**Reward Points**” refers to the reward points in the HSBC Rewards Programme. [HSBC Rewards - HSBC Bank Malaysia Berhad | HSBC Malaysia](#)
4. Each Eligible Customer who purchases his HSBC Car Insurance policy online with a premium of up to RM2,999.99 using his Participating HSBC Credit Card within the Programme Period will earn two times (2x) the number of Reward Points.
5. Each Eligible Customer who is one of the first 100 monthly customers who purchases his HSBC Car Insurance policy online with a premium of RM3,000.00 and above using his Participating HSBC Credit Card within the Programme Period will earn 5x Reward Points.
6.
 - (a) The Reward Points will be credited into the Primary Eligible Customer’s Participating Credit Card account used to purchase Car Insurance under this Programme within 2 months from the month of purchase. HSBC will not entertain any request to credit the Reward Points to any other HSBC Credit Card account.
 - (b) The 2x Reward Points or 5x Reward Points are not exchangeable for cash.
 - (c) Only the primary Eligible Customer is entitled to receive the 2x Reward Points or 5x Reward Points for this Programme. The primary Eligible Customer who is entitled to receive the 2x Reward Points or 5x Reward Points will receive notification of the same through his respective Participating HSBC Credit Card(s) monthly bill statement in the month after the crediting of the 2x Reward Points or 5x Reward Points as per clause 4 and 5 above into the Eligible Customer’s Participating HSBC Credit Card account.

- (d) HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the redemption or the usage of the item(s) redeemed with 2x Reward Points or 5x Reward Points for this Programme;
- (e) 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 the 2x Reward Points and 5x Reward Points;
- (f) HSBC reserves the right, at its absolute discretion, in the allocation of the 2x Reward Points or 5x Reward Points to the Eligible Customers and no request by the Eligible Customers or any other party for the exchange or substitution of the 2x Reward Points or 5x Reward Points with another gift/offer for this Programme will be entertained.
- (g) The Reward Points must be redeemed prior to their expiry as stated in the Eligible Customer's HSBC Credit Card monthly statement. HSBC will not entertain any request by the Eligible Customer or any other person for an extension of the redemption period of the Reward Points.

GENERIC TERMS & CONDITIONS

7. In no event will HSBC be liable for any loss or damages (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 had been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
8. HSBC reserves the right to publish or display the name, picture, identification number and city of residence of the Eligible Customers for this Programme for HSBC's advertising and publicity purposes in any media. By participating in this Programme, the Eligible Customers hereby consent to and agree that HSBC's shall be at liberty to exercise its right to publish their names, pictures, city of residence and identification numbers without compensation for HSBC's advertising and publicity purposes in any media.
9. By participating in this Programme, the Eligible Customers agrees to be bound by these Terms and Conditions (and the Terms and Conditions as amended from time to time with 3 days prior notice) and the decisions of HSBC.
10. HSBC's decision on all matters relating to this Programme including but not limited to the eligibility of participation for this Programme, and in the event of any dispute, is final and binding on all Eligible Customers of this Programme and no correspondence will be entertained.
11. 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.
12. These Terms and Conditions are in addition to the HSBC Rewards Programme's Terms and Conditions and the Cardholder's Agreement which regulates the provision of credit card facilities by HSBC. In the event of inconsistency between these Terms and Conditions, the HSBC Rewards Programme's Terms and Conditions and the said Agreement, the terms and conditions shall prevail in the following order:

- (a) These terms and conditions insofar as they apply to this Programme
 - (b) The Car Insurance Terms and Conditions;
 - (c) The Rewards Programme's Terms and Conditions; and
 - (d) The Cardholder's Agreement
13. 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.
14. 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 this Programme shall not entitle the Eligible Customer to any claim or compensation against HSBC for any and all losses and damages suffered or incurred by the Eligible Customers as a direct or indirect result of the act of cancellation, termination or suspension.
15. Eligible Customers under this Programme shall be personally responsible for all applicable taxes, rates, government fees or any other charges that may be levied against them under the applicable of laws, if any, in relation to this Programme (if any and if applicable).
16. In the event where there is inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the English and Bahasa Malaysia version of this Terms and Conditions, the English version of these Terms and Conditions shall prevail.