

# **General Terms and Conditions for HSBC Credit Cards**

Should you require a translated copy of this document in Sinhala or Tamil languages, please visit [www.hsbc.lk](http://www.hsbc.lk) or request it from any one of our branches.

මෙම ලේඛනයේ ඉංග්‍රීසි හෝ දමිළ භාෂා පරිවර්තනයේ පිටපතක් ඔබට අවශ්‍ය වේ නම්, කරුණාකර අපගේ වෙබ් අඩවිය වන [www.hsbc.lk](http://www.hsbc.lk) වෙත පිවිසෙන්න. නැතිනම්, අපගේ ඕනෑම ශාඛාවකින් ඉල්ලා සිටින්න.

இந்த ஆவணத்தின் ஆங்கில மற்றும் சிங்கள பிரதிகள் தேவைப்படின, [www.hsbc.lk](http://www.hsbc.lk) என்ற வங்கியின் வலைத்தளத்தில் பிரவேசிக்கவும். அல்லது வங்கியின் கிளை ஒன்றில் கேட்டுப் பெறவும்.

## **CREDIT CARDHOLDER AGREEMENT**

**IMPORTANT!** Before you use the credit card issued by The Hongkong and Shanghai Banking Corporation Limited, Sri Lanka Branch, please read this Cardholder Agreement in full. If you have any other HSBC accounts that are linked to your credit card, please also be guided by the applicable terms and conditions.

The Hongkong and Shanghai Banking Corporation Limited is a licensed commercial bank under the supervision of the Central Bank of Sri Lanka.

The Hongkong and Shanghai Banking Corporation Limited (hereinafter referred to as 'HSBC', "Bank", "us", "we", "our" which expression shall, where the context allows or requires, include its successors and assigns) shall provide subject to these Terms and Conditions banking services, facilities and information, from time to time, to enable the credit cardholder's of HSBC (hereinafter referred to as "Cardholder/s", "You", "Your", "Yours" which term or expression as herein used shall where the context so requires, or admits mean and include the - Cardholder/s and his heirs/heiress, administrators, executors and any lawful representative) to give instructions to and communicate with HSBC for the purposes of conducting banking, investment, financial and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from HSBC and/or members of the HSBC Group.

These Terms (hereinafter defined) explain the Cardholder's responsibilities and obligations relating to the banking services, facilities and information that the Cardholder/s use or request from us, or we provide to the Cardholder/s.

The aforesaid "HSBC" and "the Cardholder/s" shall sometimes hereinafter be collectively referred to as "the Parties" to this Agreement (hereinafter defined) and individually as "the Party" to this Agreement.

The Card (hereinafter defined) is the property of the Bank and shall be returned to the Bank immediately by the Cardholder/s when requested by the Bank.

The Bank may with prior notice withdraw at any time the Card and the Cardholder's right to use the Card and may refuse any request for authorization on any Card transaction subject to the provisions of this Agreement.

### **1. DEFINITIONS**

Capitalised terms used in these Terms shall have the following meanings, unless the context otherwise requires:

"Agreement" shall mean the set of Terms hereinafter mentioned and as modified from time to time in accordance with the Terms of this Agreement, including any supplementary terms for the provision of the Services (hereinafter defined) published from time to time which shall form part of this Agreement.

The term "Card/s" within these Terms relates to any of the following credit cards issued by the Bank to the Cardholder/s, or any combination of them: Visa Gold, Visa Platinum, Visa Platinum Cashback, Visa Signature, HSBC Visa Advance and Premier MasterCard or any other type of credit card introduced by

the Bank from time to time. By using these Cards you are accepting the Terms set out below and shall be bound by them.

“Authorities” means any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over any part of HSBC Group.

“Banking day”/“normal banking hours” and “working day/ hours” shall, unless otherwise specified by us, refer to a banking/ working day and the normal banking/working hours.

“Compliance Obligations” means obligations of any member of the HSBC Group to comply with: (a) any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to HSBC or a member of the HSBC Group (“Laws”), or international guidance and internal policies or procedures, (b) any [valid] demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws, and (c) Laws requiring HSBC to verify the identity of our Cardholders.

“Confidential Information” means any information that is designated by the Cardholder as confidential at the time of disclosure or that a reasonable person would consider to be confidential, non-public or proprietary in nature.

“Connected Person” means a person or entity whose information (including Personal Data or Tax Information) is provided by, or on behalf of, the Cardholder to any member of the HSBC Group or otherwise received by any member of the HSBC Group in connection with the provision of the Services. In relation to the Cardholder, a Connected Person may include, but is not limited to, any guarantor [of the Cardholder], a director or officer of a company, partners or members of a partnership, any “Substantial Owner”, “Controlling Person”, or beneficial owner, trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of the Cardholder, or any other persons or entities having a relationship to the Cardholder that is relevant to its banking relationship with the HSBC Group.

“Controlling Persons” [generally] means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control).

“Cardholder Information” means Personal Data, Confidential Information, and/or Tax Information of either the Cardholder or a Connected Person (including accompanying statements, waivers and consents).

“Financial Crime” includes money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any Laws or regulations relating to these matters.

“HSBC” “Bank”, “us”, “we”, “our” means THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED a Banking Corporation duly incorporated in and under the laws of Hong Kong SAR and having its Registered Office at No. 1, Queen’s Road Central, Hong Kong and carrying on business in the said Republic at its Branch Office at No. 24, Sir Baron Jayatilaka Mawatha, Colombo 1 and elsewhere in the said Republic of Sri Lanka.

“HSBC Group” means HSBC Holdings plc, and/or any of, its affiliates, subsidiaries, associated entities and any of their branches and offices, and “any member of the HSBC Group” has the same meaning.

“Instruction” shall mean any duly authorised request or other instruction which is sent by the Cardholder in writing or via secured digital and/or electronic channels, which are acceptable to the Bank, and duly received by HSBC.

“Institution” shall mean any third party financial institution which the Cardholder/s has/have notified to HSBC should be treated as an institution for the purposes of this Agreement.

“Information” shall mean any financial, market or other information and data supplied by us or an information provider and made available for the use by the Cardholder/s.

“Loss” means any claim, charge, cost (including but not limited to, any legal or other professional cost), damages, debt, expense, tax, liability, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment, however calculated or caused, and whether direct or indirect, consequential, punitive or incidental.

“Password” shall mean a confidential word, phrase, and number consisting of alpha-numerics adopted for accessing or executing instructions or effecting transactions through Phonebanking, PIB, by the use of the Automated Teller Machine card (ATM), and including but not limited to Cards issued by the Bank to the Cardholder/s.

“Personal Data” means any data relating to an individual (and corporate entities, in those countries where data privacy law applies to corporates), from which the individual can be identified, including, without limitation, sensitive personal data, name(s), residential address(es), contact information, age, date of birth, place of birth, nationality, citizenship, personal and marital status.

“Personal Internet Banking (“PIB”) shall mean a web portal available via the official website of HSBC for accessing or executing Instructions or effecting transactions by the Cardholder/s.

“Services” means, without limitation, (a) the opening, maintaining and closing of the Cardholder’s bank accounts, (b) the provision of credit facilities and other banking products and services to the Cardholder (including, for example, securities dealing, investment advisory, broker, agency, custodian, clearing or technology procuring services), processing applications, ancillary credit assessment and product eligibility assessment, and (c) the maintenance of HSBC’s overall relationship with the Cardholder, including marketing or promoting financial services or related products to the Cardholder, market research, insurance, audit and administrative purposes.

“Statement” shall mean a periodic statement of Card/s sent by HSBC to a Cardholder setting out the transactions carried out in the Card during the given period and the balance in such Card Account. It may also include any other information that HSBC may deem fit to include.

“Substantial owners” means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

“Tax Authorities” means domestic or foreign tax, revenue, fiscal or monetary authorities.

“Tax Information” means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of a Cardholder (regardless of whether that Cardholder is an individual or a business, non-profit or other corporate entity) and any owner, “Controlling Person”, “Substantial Owner” or beneficial owner of a Cardholder, that HSBC considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any HSBC Group member’s obligations to any Tax Authority. “Tax Information” also includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

“Tax Certification Forms” means any forms or other documentation as may be issued or required by a Tax Authority or by HSBC from time to time to confirm the tax status of a Cardholder or the Connected Person of an entity.

“Terms” shall mean these Terms and Conditions governing this Agreement, any disclaimers, internet privacy statement/s, guidelines and including but not limited to any supplementary terms which we shall notify to the Cardholder/s as may be amended from time to time.

“Transaction/s” shall mean any permissible Instruction given by a Cardholder in writing or by using the Card/s, to HSBC to effect permissible actions in relation to the Card/s (examples of Transactions would be cash advances, transactions at points of sale, on-line transactions, payments to the Card, cash/cheque deposits etc.)

The Card/s are issued by the Bank on the following terms and conditions:

## **INTERPRETATION**

Unless the context otherwise requires or specifically otherwise stated:

- (a) Headings are inserted for convenience only, and shall not affect the construction of this Cardholder Agreement;
- (b) “including” and similar words do not imply any limitation;
- (c) The term Cardholder shall mean and include any Supplementary Cardholder/s and the term Card shall mean and include any Supplementary Cards;
- (d) Words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and vice versa;
- (e) Any word or term cognate with a definition in this Agreement has a meaning corresponding to the definition;
- (f) References to Clauses or other identifiers are to those in this Agreement it is hereby agreed by and between both Parties that at the time of activation of the Card that it is deemed that the Cardholder has hereby agreed to all the Terms set and contained in this credit Cardholder Agreement.

## **2. DELIVERY AND USE OF THE CARD AND PERSONAL IDENTIFICATION NUMBER**

- 2.1 The Cardholder should sign on the reverse of the Card immediately upon receipt and should not permit any other person to use it and should at all times safeguard the Card and keep it under the Cardholder’s personal control.
- 2.2 All Cards shall be couriered to the Cardholder and the Supplementary Cardholder(s). When the Cardholder and the Supplementary Cardholder receive the Card(s) he/she should acknowledge receipt immediately and produce proof of his/her identity. The Cardholder at his/her discretion may authorize a third party in writing to accept or collect the Card(s) on his/her behalf and shall be liable for all charges incurred on the Card from the time the Card is accepted by the Cardholder or the person authorized on his/her behalf. The Bank may at its discretion deliver and handover the Card to a third party who appears to be a representative of the Cardholder in the opinion of the Bank/ its representative. The Cardholder shall be liable for all charges on the Card from the time the Card is so delivered to any such representative as referred to above.



- 2.3 The Personal Identification Number (“PIN”) for the Card shall be delivered to the Cardholder via normal post. The Cardholder shall be deemed to have received and accepted the PIN within seventy two hours of posting the same. Once received, the PIN is the property of the Cardholder and the Cardholder should take every precaution to ensure that the PIN is secured and not compromised in anyway or manner.
- 2.4 Upon a request made in writing by a Cardholder for an address change, the Bank shall use the new address as the Card delivery address, Statement, PIN and any other correspondence relating to Cards delivery address.
- 2.5 The Cardholder shall be held liable for all transactions performed using both the Card and the PIN. The Cardholder shall be fully liable for all amounts, without limit debited to the Card account if the Cardholder has acted fraudulently or with negligence in safeguarding the Card or PIN and if not promptly reported its loss, theft, or disclosure to the Bank. Failure to follow any measures to safeguard the Card or PIN as recommended by the Bank in any communication to the Cardholder from time to time may be treated as gross negligence on the part of the Cardholder for the above purpose.
- 2.6 As a security measure, the Cardholder shall be required to activate the Card within the first six(6) months from the date the Card is approved\*.
- (\*the date the Card is approved is mentioned in the Card carrier delivered along with relevant Card plastic)
- 2.7 The Cards not activated within the time period specified in section 2.6 above shall be blocked and be activated subjected to the latest satisfactory report of the Credit Information Bureau of Sri Lanka.
- 2.8 The Bank shall maintain an account in respect of the Card (hereinafter sometimes referred to as “the Card Account”) to which the value of all purchases of goods, services and of all cash advances effected by use of the Card (“Card Transactions”) and all other fees and charges shall be debited. The Cardholder’s failure to sign any sales or cash advance voucher whether or not required shall not relieve the Cardholder from any liability to the Bank in respect thereof.
- 2.9 The Cardholder hereby understands and agrees that in the case of PIN enabled (e.g. Automated Teller Machine/Phone Banking/ Internet Banking) transactions, the information on the Bank’s system is conclusive proof that the Cardholder has authorized the transaction.
- 2.10 The Bank reserves the right to recover from the Cardholder the value of any disputed transaction(s) where the Bank has grounds to believe that the Cardholder or a third party performed the Transaction.
- 2.11 The Cardholder shall be responsible for all credit facilities granted by the Bank in respect of the Card and for all related charges hereunder, notwithstanding the termination of this Cardholder Agreement.



- 2.12 The Bank shall assign a credit limit to the Card Account which must be strictly observed by the Cardholder and obliged to use the Card subjected to the credit limit. The Bank may increase the credit limit from time to time upon prior notification to the Cardholder and the Cardholder may raise any objections within 7 days from the notice being received. If not, the Bank reserves the right to treat that the Cardholder agreed to increase the credit limit of the Card. The Cardholder may apply for a review of his/her assigned credit limit at any time. The Bank may also upgrade the existing Card with prior notification to the Cardholder and the Cardholder may raise any objections within 7 days from the notice being received. If not, the Cardholder acknowledges that the Bank has the right to treat it as having agreed to the new credit Card.
- 2.13 The Bank may at its' sole discretion, with notice to the Cardholder (but shall not be obliged to), increase (or decrease) the credit limit from time to time or upgrade (or downgrade) the existing Card or permit Transactions to be effected in excess of the credit limit of the Card and the Cardholder shall be liable for any related Transactions in accordance with the Terms of this Agreement.
- 2.14 The Card shall not be used for any illegal purpose.
- 2.15 The Bank reserves the right to decline any or all Card Transactions if the Card Account is overdue or if Transactions relating to suspicious activities are detected.

### **3. BILLING AND PAYMENT**

- 3.1 A Statement shall normally be sent to the Cardholder at the end of each billing period ("Statement Period"), on the Statement generated date, which is the last day of the Statement Period, with the details of the total amount outstanding on the Card Account ("the Closing Balance"), and the minimum payment due from the Cardholder as at the Statement generated date in respect of the current Statement Period which must be paid to the Bank on or before the due date ("the Payment Due Date") as specified therein.
- 3.2 (i) The minimum payment due shall be 4% of the Total Due or Sri Lanka Rupees Two Hundred and Fifty (Rs.250/-) for Gold cards bearing and starting with numbers "491013" and Sri Lanka Rupees Five Hundred (Rs. 500/-) for other Cards, whichever is greater, or, if the Total Due exceeds the Cardholder's credit limit, the minimum payment due shall be 4% of the Total Due balance (which shall be depicted as "Current Due" in the particular Statement) together with the amount by which the Total Due exceeds the credit limit ("Over Limit Due").
- (ii) The Over Limit Due amount is payable immediately together with any unpaid minimum payment due from previous Statement Period(s) ("Past Due Amount"). These two components payable immediately shall be reflected as "Past Due and Over Limit Due Now". Any payment to the Bank shall take effect only when received at the address notified by the Bank and credited to the Card Account. A minimum of one working day is required for processing a payment made by cash, while cheques shall be credited to the Card

Account on realization. The Statement Period/s may be changed at the Cardholder's request or by the Bank with notice to the Cardholder.

(iii) In instances where the Past Due Amounts are involved, the minimum payment reflected in the Statement will indicate The Current Due in the Statement + Past Due + any Over Limit Due.

(iv) Non payment of the contractual minimum due payments on the respective due dates shall result in the Card being declined for usage.

3.3 Payments made by the Cardholder to the Card Account shall be applied towards payment of the Cardholder's liabilities in such order as the Bank may decide.

3.4 (i) The Cardholder may issue a direct debit standing instruction ("Standing Instruction") to the Cardholder's current or savings account ("the Settlement Account") with the Bank to make payments of the entirety or a percentage of the closing balance or the minimum payment due on the Cardholder's Statement to the Card Account on the Payment Due Date.

(ii) The Cardholder agrees that any amendments and cancellations to any such Standing Instruction should reach the Bank in writing or by contacting the call center of the Bank at least two weeks before the next Payment Due Date.

(iii) For a Standing Instruction given to the Settlement Account with the Bank, the following Supplementary terms and conditions shall apply:

(a) The Cardholder agrees that the Bank reserves the right to determine the priority of any such Standing Instruction against those presented or any other arrangements made with the Bank.

(b) The Cardholder agrees and undertakes to provide sufficient funds in the Settlement Account in order to meet the Standing Instruction, on the Payment Due Date before 5.00 PM. The Cardholder is bound to repay on demand the entirety of the Closing Balance together with the finance charge ("Finance Charge") accrued thereon, at a rate to be determined by the Bank from time to time.

(c) In case of insufficient balance in the Settlement Account on a Payment Due Date the Bank reserves the right to determine the priority of recovery based on the available funds in the said Settlement Account. Thereafter the Cardholder shall be liable to pay all charges incurred thereon including the Finance Charges. The Bank reserves the right to recover any balance available from the nominated Settlement Account in the event sufficient funds are not available to recover the total instructed amount. In the event a payment has been done to the Card Account prior to the payment due date the remaining balance will be debited from the Settlement Account. In the event the Cardholder for any reason whatsoever closes the Settlement Account the Bank shall also remove such account as the Settlement Account of the Cardholder.

- 3.5 The Bank shall not be liable for any delay in crediting the Cardholder's Card Account for non receipt of any payments made at the counters of the Bank's third party networks whose details are published on the official public website of the Bank at [www.hsbc.lk](http://www.hsbc.lk) and are stated on the reverse of the Statement. The Bank shall levy a charge on such late payments at such rate or rates to be determined from time to time as specified in the tariff available on the official public website of the Bank at [www.hsbc.com.lk](http://www.hsbc.com.lk)
- All payments made through the above Bank's third party networks are subjected to a handling fee, which shall be debited to the Card Account at a rate to be determined by the Bank which shall be specified in the tariff available on the official public website of the Bank at [www.hsbc.lk](http://www.hsbc.lk)
- 3.6 The Cardholder shall be liable for any exchange loss that may result from the cancellation, reversal or refund of a Transaction including refunds or reversals due to disputed Card Transactions made in foreign currency.
- 3.7 Without prejudice to the other provisions of this Agreement, if the Cardholder is absent from Sri Lanka for more than one month, the Cardholder shall leave clear and specific instructions prior to his/her departure to settle the Card Account through a Personal Foreign Currency Account (PFCA) and shall authorize the Bank to hold funds in a foreign currency account as collateral and adjust the credit limit up to 90% of funds available in the account.
- 3.8 The Cardholder shall examine each Statement issued in respect of the Card Account and shall notify the Bank in writing of any alleged mistake therein within twenty (20) days of the Statement Date. After such period, the Statement and entries therein (except for any alleged mistake so notified) shall be conclusively considered as correct between the Bank and the Cardholder. Unless otherwise requested by the Cardholder, all statements shall be sent by normal post to the latest address provided to the Bank by the Cardholder in writing and shall be deemed to have been received within seventy two (72) hours of posting the same. The Cardholder may request the Bank to send the Statements through electronic mail (e-mail) to an e-mail address specified by the Cardholder, pursuant to which the Bank may consider sending the Statements to the said email address. However the Cardholder hereby expressly understands, agrees and accepts that e-mail transmission cannot be guaranteed to be secured or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or contain viruses and the Bank therefore does not accept liability for any errors or omissions in the contents of the e-mail which arise as a result of e-mail transmission.
- 3.9 Non-receipt of a Statement shall not be considered a valid reason for non-payment. The Cardholder should inform the Bank if the Statement is not received within the Fourteen (14) days from the Statement generated date or if in case of a new Card, Fourteen (14) days from the date the Card was approved.

- 4. FEES AND CHARGES** (certain charges may be exempted depending on the type of Card, please refer the relevant product details).
- 4.1 The Cardholder agrees to pay fees and charges according to the current tariff issued by the Bank.
- 4.2 The annual fee payable for the Card shall be charged as a subscription fee, annually. If the Cardholder does not wish to renew the Card with the Bank he/she should inform the Bank two months prior to the date of expiration of the Card of his/her intention to not to renew. In the absence of such notice the annual fee for the Card debited to the Card Account by the Bank shall not be refunded.
- 4.3 A joining fee as determined by the Bank shall be charged as a one off charge at the time of issuing the Card.
- 4.4 If a Cardholder does not settle the total closing balance by the Payment Due Date, the total closing balance on the Statement Date shall attract a Finance Charge, calculated daily on each Card Transaction from the original date of the Transaction until the date on which the total Closing Balance is settled, at a rate to be determined by the Bank as specified in the tariff available on the official public website of the Bank at [www.hsbc.com.lk](http://www.hsbc.com.lk). The Finance Charge shall be debited to the Card Account on the subsequent Statement Date.
- 4.5 Cash advances obtained by Cardholder(s) from Automated Teller Machines (“ATMs”) or Bank branches or cash disbursing merchants or agents shall be subject to ATM, Bank, merchant, agent, local or country/region limits and restrictions and to the regulations and/or directions, of the Central Bank of Sri Lanka and, of Foreign Exchange. Cardholder(s) can obtain cash advances only up to a specified limit (known as the cash advance limit as stated in the Statement) out of their permanent credit limit on the Card. The cash advance limit shall be determined based on the conduct of the Card Account and shall be revised monthly and the new limit shall be displayed on the Statement. Temporary limit enhancements and/or cash deposits or transfers to Card Accounts shall not in any way increase the cash advance limit of a Cardholder. This facility may be changed or withdrawn by the Bank without prior notice to the Cardholder. Cash advances shall attract the same Finance Charge to that of purchase transactions.
- 4.6 In addition to the payment of the Finance Charge if the Cardholder fails to pay the minimum amount due by the Payment Due Date a late payment fee shall be charged.
- 4.7 An over limit fee shall be charged, if the assigned credit limit on the Card is exceeded at any point in the Statement Period. In computing whether the assigned credit limit has been exceeded for the above purpose, the amount of the Bank’s charges shall also be considered.

- 4.8 All purchases of Petrol, Diesel, Gas and other supplies available from petrol stations and all payments to the Lanka Electricity Company (Pvt) Ltd (LECO) and the Ceylon Electricity Board (CEB) in the Republic of Sri Lanka are subject to a handling fee, which shall be debited to the Card Account at a rate to be determined by the merchant or the bank of the merchant. The amount debited to the Card Account may differ from the amount authorized on the sales draft.
- 4.9 All Card Transactions effected in currencies other than Sri Lankan Rupees shall be debited to the Card Account after conversion into Sri Lankan Rupees at a rate of exchange determined by the exchange rate adopted by Visa/MasterCard International on the date of conversion, plus an additional percentage levied by the Bank and any transaction fees charged by Visa/MasterCard International to the Bank, if applicable.
- 4.10 Details of all fees and charges applicable to the Card and its use are stated in the tariff available on the official public website of the Bank at [www.hsbc.com.lk](http://www.hsbc.com.lk) and/or shall be made available to the Cardholders upon request from any branch office of the Bank. Any changes and/or additions to the tariff shall be communicated to the Cardholders by way of a narrative in or enclosure with the Statement or shall be published in the aforesaid website.

## **5. SUPPLEMENTARY CARDS**

- 5.1 The Bank may issue a Supplementary Card(s) Subject to Clause 5.2 below at the joint written request of the Cardholder and the Supplementary Cardholder(s) and at the Bank's discretion. Both the Cardholder and the Supplementary Cardholder(s) shall be jointly and severally liable for the use of the Card and of the use of the Supplementary Card(s).

For the avoidance of any doubt, in addition to the joint and several liability of the Cardholder and the Supplementary Cardholder (s) on the usage of the Card, the Cardholder shall hold the ultimate liability for all the liabilities incurred by the Cardholder and the Supplementary Cardholder.

- 5.2 Notwithstanding the requirements in Clause 5.1 above, should the Cardholder require the Bank to issue a Supplementary Card(s) to a minor(s) between the age of 16 to 18 years of age, who is/are a direct dependent(s) of the Cardholder, the Cardholder shall make a request, in writing, to the Bank for the issuance of such Supplementary Card(s) only for the purpose of facilitating the education of such minor(s). The Bank may issue such Supplementary Card(s) at the sole discretion of the Bank.

In the event of issuance of Supplementary card(s) to minors, as aforesaid, the Cardholder shall hold the ultimate liability for all the liabilities incurred by the Cardholder and the Supplementary Cardholder(s).



5.3 Annual fee charges for both Primary and Supplementary Cardholders shall be charged on the anniversary of the Primary Card opened date. In respect of Standalone Supplementary Cards (Supplementary Cards issued on a separate date to that of its Primary Card) the annual fee shall be charged as a prorated amount.

## **6. USE OF ATM/PHONE-BANKING /INTERNET BANKING AND HSBC CC ALERTS, SMS ALERTS FACILITY**

6.1 Where ATM, Phonebanking or PIB access facility has been incorporated in the Card so that it may be used to effect banking transactions by electronic means, whether at ATMs, Point of Sale (POS) terminals or otherwise, the use of such facility shall be subject to the terms and conditions of the Bank's ATM card, Phonebanking and PIB facilities of which copies are available upon request from any branch of the Bank to be read in conjunction with the Card Terms by the Cardholders with ATM/Phone Banking/PIB access.

6.2 Any disputes arising due to transactions performed at ATMs/Phonebanking/PIB by Cardholder/s shall be investigated by the Bank and unless proven otherwise to the satisfaction of the Bank the liability on any transactions performed at any of the above mentioned methods shall remain with the Cardholder/s. Notwithstanding anything to the contrary herein contained the reporting of a lost Card shall not result in a suspension or cancellation of this liability as a PIN has to be present for ATM transactions. Cardholder/s have been specifically instructed to protect, secure and separate the PIN from the Card and failure to do so is deemed as an acceptance of any liability arising therefrom.

6.2.1 The Cardholder/s shall be governed by the provisions of the Foreign Exchange Act and/or any other legislation governing foreign exchange and/or by any and all regulations/directions issued by the Central Bank of Sri Lanka, in respect of foreign exchange, prevailing from time to time when performing cross currency transactions.

### **6.3 Phone banking**

6.3.1. The Phonebanking service provided by the Bank includes:

(i) Transfer of funds between any of the Cardholder's accounts.

(ii) Transfer of funds from any account of the Cardholder, within pre-defined and agreed transfer limits, to any account designated in writing by the Cardholder for the purpose of receiving funds under the Phonebanking service (a "Dedicated Transferee Account")

(iii) Enquiry on account balances, previous transactions made (in relation to the Cardholder's accounts), exchange rates and deposit rates.

(iv) Request for statements (only for selected account types), cheque book and stop cheque requests in relation to the Cardholder's account; and

(v) Such other types of banking or investment services as the Bank may from time to time introduce.

- 6.3.2. The Bank is authorized, but not bound, to act on the instructions of the Cardholder given by the Cardholder by telephone and the Cardholder agrees that the Bank is authorized to not to act on any such telephone instructions which the Bank in its sole discretion believes emanate from unauthorized individuals.
- 6.3.3. The Cardholder undertakes to keep the Phonebanking Personal Identification Number (PIN) provided to the Cardholder by the Bank in a strictly confidential manner at all times and shall report to the Bank immediately upon the loss of the PIN or becoming aware that the PIN has been disclosed to an unauthorized party.
- 6.3.4. The Bank shall not be liable to the Cardholder for any failure to carry out any telephone instructions which are attributable, wholly or in part, to any cause beyond the Bank's control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Cardholder for any direct, indirect or consequential losses arising out of or in connection with the carrying out or otherwise and be indemnified at all times against, and save the Bank harmless from, all actions, proceedings, claims, losses, damages, costs and expenses which shall have arisen either directly or indirectly out of or in connection with the Bank accepting telephone instructions and acting or failing to act thereon. This indemnity shall continue notwithstanding the termination of the Phonebanking service.
- 6.3.5. The Cardholder's right to give telephone instructions pursuant to the Terms herein contained shall at all times be subject to the discretion of the Bank and the Bank may at any time revoke such right without prior notice.
- 6.3.6 The Cardholder shall ensure that there are sufficient funds (or pre-arranged credit facilities) in the Cardholder's account and/or Card Account for the purpose of telephone or other Instructions and the Bank shall not be liable for any consequences arising out of the Bank's failure to carry out any such Instructions due to insufficient funds provided always in the event the Cardholder/s have any facilities with the Bank and if the Bank shall at its sole discretion decide to carry out the Instructions notwithstanding such inadequacy the Bank may do so without seeking prior approval from or notice to the Cardholder and the Cardholder shall be responsible for the resulting overdraft, advance or credit thereby created and for all related charges. The overdraft, advance or credit shall be subject to such rates of interest as the Bank may in its absolute discretion determine and shall be governed by the Bank's usual terms and conditions applicable to such accounts.
- 6.3.7. The Cardholder shall notify the holder(s) of the Dedicated Transferee Account(s) of the details of the transaction performed by the Bank upon telephone instructions given by the Cardholder. The Bank shall not be responsible to the Cardholder for giving any such notice.



- 6.3.8. The Bank reserves the right to impose service fees and/or other charges from time to time which fees and charges shall be communicated to the Cardholder, including but not limited to, by way of a narrative in or enclosure with the Statement, electronic mail and which shall also be made available on the official public website of the Bank at [www.hsbc.com.lk](http://www.hsbc.com.lk)
- 6.3.9. The Bank, with prior notice to the Cardholder/s, reserves the right to add, delete or vary the scope of the Phonebanking service and any of the Terms herein contained from time to time as the Bank in its absolute discretion thinks fit.
- 6.3.10. Usage of the Phonebanking Personal Identification Number (PIN) and Personal Banking Number (PBN) provided by the Bank for accessing the Phone Banking service or the use of your Card number issued by the Bank to access this service shall be constructed as acceptance of these Terms by the Cardholder/s.
- 6.3.11 Cross currency transactions are not permitted through the Phonebanking service of the Bank.

#### 6.4 **HSBC CC**

The Cardholder/s may register with the Bank in writing or via the Call Centre of the Bank, subject to verification by the Bank, for the HSBC Alert Service which is called "HSBC CC" (in this clause "the Service") and the following terms and conditions (in this Clause 6.4 referred to as "Terms") shall apply to Cardholders who register for the Service.

- 6.4.1. The Service shall notify the Cardholder the credit limit available to the Cardholder at the time of request made by the Cardholder, the Cardholder's credit card outstanding balance as at the end of the previous working day, the minimum payment due to the Bank, the date the payment is due to be paid to the Bank. The Service shall be made available by way of a short message service ("SMS") to the mobile phone number registered with the Bank. The Service is available only to the Cardholders using the mobile service providers published in the official public website of the Bank at [www.hsbc.lk](http://www.hsbc.lk) ("the **Company/ies**").
- 6.4.2. The Cardholder shall abide and be bound by these Terms, instructions and/or procedures of the Bank during the use of the Service. The Cardholder shall have no claim, recourse or remedy against the Bank for any loss, damage, and expense incurred by the Cardholder arising from non-compliance with such instructions and/or procedures by the Cardholder.
- 6.4.3. The Cardholder shall not hold the Bank responsible or liable for any loss or damage which the Cardholder may incur or suffer directly or indirectly arising out of or in connection with the Service due to any reason whatsoever including but not limited to the viewing of the messages by third parties or use of the Service by any person other than the Cardholder, breakdown or malfunction of the computer systems of the Bank or the said Companies, terminal connection lines, data processing system or transmission line whether or not belonging to the Bank or any circumstances beyond the control of the Bank.

- 6.4.4. The Bank and/or the Companies are entitled to effect any changes to the Service, suspend and/or terminate the Service, and to vary the Service at any time at its sole and absolute discretion with notice but without assigning any reason therefore and without prejudice to any of its rights of action for any antecedent breach of these Terms by the Cardholder.
- 6.4.5. The Cardholder may request to terminate the use of the Service or change the Cardholder details such as the mobile phone number, card number by writing to HSBC or via the Call Centre of the Bank which is subject to verification by the Bank. The Bank may take upto seven (7) working days to effect the amendment requested by the Cardholder subject to any time period as may be required by the Companies.
- 6.4.6. The Cardholder hereby irrevocably agrees and undertakes to indemnify the Bank and keep the Bank indemnified and saved harmless at all times against any loss, costs, damages and expenses which the Bank may incur or sustain from time to time and against all actions proceedings, claims and demands in connection with or in relations to or arising out of the use of the Service.
- 6.4.7. The balance of the Card of the Cardholder shown via the Service will be as at the end of the previous working day.

## 6.5 SMS Alerts Facility

“SMS Alerts” means the customized messages sent by SMS (Short Message Service) to the mobile number of the Cardholder registered with the Bank.

This Service shall provide the Cardholders an alert of the approved transaction initiated from the Card. Relevant alerts will be generated only for the transactions above the pre-defined threshold set by the Bank.

The Cardholder acknowledges that the SMS Alerts facility is dependent on the telecommunications infrastructure, connectivity and services within Sri Lanka. The Cardholder accepts that timeliness, of SMS Alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its service providers shall be liable for non- delivery or delayed delivery of SMS Alerts, error, loss, distortion in transmission of and wrongful transmission of SMS Alerts to the Cardholder.

In the event the Cardholder is travelling overseas in order to receive the SMS Alerts, the Cardholder should inform the Bank to update the roaming and/or international mobile number. The SMS Alert facility may not be available in certain countries due to relevant country/region regulatory requirements and constraints.

The Bank and/or the Companies are entitled to effect any changes to the SMS Alert facility, suspend and/or terminate the SMS Alert facility, and to vary the Terms of the SMS Alert facility at any time at its sole and absolute discretion with- notice and without assigning any reason therefor and without prejudice to any of its rights of action for any antecedent breach of these Terms by the Cardholder.

The Cardholder may request to terminate the use of the SMS Alert facility or alter the Cardholder details such as the mobile phone number, SMS Alert threshold, Card number by writing to the Bank or via the Call Centre of the Bank, which is subject to verification by the Bank. The Bank may take upto three (3) working days to effect the amendment /s requested by the Cardholder.

## **7. TERMINATION**

- 7.1 The Cardholder (primary/supplementary) may terminate this Agreement at any time by contacting the call center of the Bank which is subject to verification by the Bank or providing written notice to the Bank accompanied by the return of the Card and of any primary/supplementary Card(s).
- 7.2 The Bank may terminate this Agreement and/or cancel or refuse to renew the Card by giving thirty (30) working days prior written notice to the last recorded address of the Cardholder or the Bank may resort to other modes of communications to give such notice of termination/non-renewal of the Card to the Cardholder in unforeseen circumstances. Unless and until such termination takes place the Bank may provide a new Card (“Renewal Card”) to the Cardholder from time to time.
- 7.3 Subject to the termination requirements stemming from the laws governing Foreign Exchange and/or regulations/directions issued by the Central Bank of Sri Lanka thereunder and notwithstanding the provisions of Clause 7.2 above the Bank shall be entitled to terminate this Agreement and cancel and/or refuse to renew the Card with immediate effect upon the occurrence of any of the following events;
- (i) failure to comply with and/or breach of the Terms of this Agreement by the Cardholder;
  - (ii) an event of default or default under any agreement, arrangement or commitment (contingent or otherwise ) entered into with the Bank by the Cardholder;
  - (iii) the Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature;
  - (iv) demise of the Cardholder;
  - (v) closure of any account relationship with the Bank.
- 7.4 The whole of the outstanding balance on the Card Account together with the amount of any outstanding Transactions effected but not yet charged to the Card Account shall become immediately due and payable in full to the Bank on termination of this Agreement or on the Cardholder’s bankruptcy or death. The Cardholder and/or his/her heirs, executors or administrators shall be responsible for settling any outstanding on the Card Account and shall keep the Bank indemnified against all costs, charges, (including legal fees) and expenses incurred in recovering such outstanding dues. Pending such repayment, the Bank shall be entitled to continue to charge Finance Charges and other fees and charges at its prevailing rate(s).

7.5 Notwithstanding the termination of this Agreement by either party the Cardholder shall continue to be liable for all further charges incurred by the use of the Card.

## **8. LOSS OF THE CARD**

8.1 The loss or theft of the Card should be reported immediately upon discovery of such loss/theft by telephone, to the Bank's contact center and to the Police (or, if overseas, to any member of Visa or MasterCard). But in any such case the telephone, or message shall be confirmed in writing forthwith signed under the hand of the Cardholder or his duly authorized attorney. The Cardholder shall be liable for all amounts debited to the Card Account and pending Transactions yet to be debited to the Card Account as a result of the unauthorized use of the Card until confirmation of its loss or theft has been notified and later confirmed in writing to the Bank as aforesaid or a member of Visa or MasterCard as the case may be. In the event the Cardholder recovers the lost or stolen Card(s) the Cardholder shall return the recovered Card(s) to the Bank immediately.

8.2 The Cardholder shall give the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card and take all steps deemed necessary by the Bank to assist in the recovery of the missing Card.

8.3 The Bank shall be under no obligation to issue a replacement Card to the Cardholder following its loss or theft. Any replacement Card shall be subject to a handling fee which shall be debited to the Card Account at a rate to be determined by the Bank published on the official public website of the Bank at [www.hsbc.com.lk](http://www.hsbc.com.lk) and shall be issued where the Bank so determines subject to the prevailing Terms.

8.4 Premier Cardholders (those who are Premier Cardholders of the Bank and hold a Premier credit Card) are entitled to special emergency Card replacement services and emergency cash services via MasterCard International. Cardholders are liable for any charges levied by MasterCard for the usage of these services.

## **9. REWARDS AND CASHBACK**

### **9.1 Earning Rewards**

"Rewards points" are the base units of measurement in the Rewards programme.

(a) HSBC Advance Platinum, Visa Signature & Premier Master credit cards issued in Sri Lanka by the Bank are eligible to participate in the Rewards programme.

(b) HSBC VISA Signature and Advance Platinum credit Cardholders will earn Rewards points multipliers on the below specified merchant categories on both local and overseas credit Card spend effective from 24<sup>th</sup> August 2019.

Spend Category	Reward points
Clothing	5 X
Dining	5 X
E Commerce	5 X
Insurance	2 X
Medical	2 X
Transport	5 X
Education	2 X
Others	2 X

- (c) Rewards multipliers will be applied to the pre-defined Merchant Category Codes (“MCC”) based on the guidelines of VISA Worldwide Pte Limited (VISA) /Master Card Incorporated (MasterCard) and of HSBC which are published on the public website of HSBC at [www.hsbc.lk](http://www.hsbc.lk). Any transactions which are not falling under the specified MCCs shall not be awarded with rewards multipliers.
- (d) Eligible dining transactions shall mean transactions made at all food and beverage outlets excluding hotel dining and shall exclude all other transactions that are not pre-defined by the Bank using the MCC.
- (e) The Cardholder (if registered for mileage rewards or not) will earn 1 point for every Rs 100/- spent whenever they use the Card for purchases at any credit Card acceptance point locally or overseas.
- (f) The Cardholder shall not earn Rewards points in respect of cash advance, quasi cash transactions including but not limited to casino, currency purchasing, balance transfer, withdrawal amount under cash Instalment plan, annual fee and other fees, finance chargers and other chargers, unposted or cancelled transactions.
- (g) The Bank reserves the right to change the Rewards programme and will advise Cardholders via electronic mail, statement messages, messages affixed on the statement (stickers), short message services or on the statement envelope via print advertisements, or via a message on the official website of the Bank at [www.hsbc.lk](http://www.hsbc.lk) after the changes have been made.

- (h) HSBC Reward points are accrued in respect of both primary and supplementary Cards and both the primary and supplementary Cardholders are eligible to redeem the total Rewards points available.
- (i) Any transactions done via the Cardholder installment plan or 0% installment plan will be awarded Rewards points for the total transaction value at the point of initiating the Transaction.

## 9.2 Redeeming Rewards

- (a) Cardholders may redeem the accrued Rewards points by using any one of the below mentioned options;
  - by redeeming at Rewards Partner Establishments;
  - by converting to Dialog Star Points;
  - by converting to Frequent Flyer/ Air Miles of partner airlines subject to prior registration with the relevant Frequent Flyer/ Air Miles program ("Mileage Rewards") and HSBC. Refer section on Mileage Rewards.
- (b) Registration for Mileage Rewards will be free of charge for HSBC Premier Cardholders (Card number starting with 5179 64), in respect of other Cards an annual fee of LKR 1,000/- will be charged from the Cardholder.
- (c) Redemption of points at Rewards Partner Establishments will primarily take place by swiping the Card at the 'on-line' Electronic Draft Capture (EDC)/ Point of Sale (POS) machine, which will allow for automatic redemption of Rewards points. The monetary value of the Rewards points redeemed will be deducted from the price of the item being purchased at the Rewards Partner Establishment.
- (d) Redemption or conversion can only be made once the Cardholder has accumulated 1334 points for HSBC Premier Card and 4000 points for all other eligible Cards at any given time and single redemption request should qualify a redemption of 4000 points, while Mileage Rewards redemption options are available to registered Cardholders once they have accumulated 5000 points at any given time in the same manner as stated above.
- (e) Rewards points once redeemed would be deleted/removed from the respective Cardholders Rewards point entitlement record upon the Cardholder requesting redemption.
- (f) Redemption requests once made and processed will not be cancelled or changed.
- (g) Rewards points earned are not convertible to cash and cannot be transferred back to the Card as a credit.
- (h) Only non-delinquent Cardholders can redeem Rewards points.



- (i) Value of the Rewards points cannot be used to settle the outstanding balance on the credit Card.

### 9.3 Rewards Partner Establishments

- (a) Some Reward Partner Establishments may choose to provide additional value or additional discounts at the point of redemption. The Bank will not be responsible should any Rewards Partner Establishment refuses to provide these discounts or additional value at redemption for whatever reason.
- (b) The Bank is not a supplier of any of the products or services redeemed at any Reward Partner Establishment and shall not accept any liability thereto.
- (c) The Bank reserves the right to tie up with or discontinue any other loyalty/rewards/mileage program at its own discretion.

### 9.4 Inquiries on Rewards

- (a) The opening balance for Rewards points, Rewards points earned, Rewards points redeemed, Rewards points adjusted, the closing balance of Rewards points and the Rewards points due for expiry will be displayed in the Cardholder's Statement under the Rewards summary.

### 9.5 Rewards Expiry

- (a) Rewards points earned in a particular year will expire after two years on the last Bank working day of the Card renewal month.
- (b) All points due for expiry and not redeemed before the Card renewal will not be available to the Cardholder after the Rewards points expire.

### 9.6 General terms applicable to Rewards

- (a) Fraud and/or any such attempts relating to the earning and pooling of Reward points or redemption orders may result in forfeiture of the accrued Reward points in addition to the Card being withdrawn / cancelled by the Bank.
- (b) In the event a particular Transaction is disputed or charged back or reversed for whatever reason the Rewards points accrued from such Transactions would be reversed by the Bank. Where a particular Transaction has been performed and Rewards points are redeemed and subsequently either a dispute and/or transaction reversal needs to be made, the Bank reserves the right to recover the Rupee equivalent of the disputed Rewards points redeemed on account of such Transactions by charging the Card or any other account maintained with the Bank by the Cardholder. In the event a claim is made in such instances the Cardholder agrees to settle such sums due by the next payment date indicated in the Statement.



- (c) If a Cardholder voluntarily terminates his Card Account or has his Card Account terminated by HSBC, at any time for any reason, both the primary and the supplementary Cardholders shall be disqualified from participating in the Rewards programme. On termination of a Card Account, any unutilised Rewards points shall be automatically cancelled and no longer be available for redemption by the Cardholder. The unutilised Rewards points shall not be transferable to any other Card Account of the Cardholder.
- (d) If a supplementary Cardholder's account is terminated at any time for any reason, the primary Cardholder can continue to participate in the Rewards programme unless HSBC determines otherwise.
- (e) The Bank reserves the right to change the terms and conditions pertaining to Rewards programme in this Clause including any changes to Reward Partner Establishments and communicate such changes to Cardholders by way of a narrative in or enclosure with the Statement/Public website of the Bank/short message service or any other appropriate communication medium.
- (f) In case of any dispute arising out of the Rewards programme the decision of the Bank shall be final and conclusive.
- (g) Cardholders agree to receive notices from time to time which would be used to communicate special offers in conjunction with the Rewards programme.
- (h) The Cardholder authorizes the Bank to rely upon and act in accordance with any notice, instruction, demand or other communication regarding the redemption of Reward points which is given, by telephone, facsimile, Short Message Services ("SMS"), Personal Internet Banking Services ("PIB") or electronic mail by the Cardholder or on his/her behalf ("the Instructions"), without any enquiry on the part of the Bank, as to the authority or identity of the person giving or purporting to give the instructions and regardless of the circumstances prevailing at the time of receipt of the Instructions.
- (i) Pooling of Rewards points between different credit Cards owned by the same Cardholder or different Cardholders shall not be permitted.
- (j) Should the Cardholder not effect the minimum payment due for two (2) consecutive months, the Bank reserves the right to cancel the Rewards points accrued as at the date on which the payment is due.
- (k) Any disputes arising on Rewards points earned, redeemed and accumulated will be investigated by the Bank and will be the liability of the Cardholder unless proven otherwise to the satisfaction of the Bank.

- (l) Any Rewards points offered to Cardholders under special promotions will be issued to the Cardholder at the end of the promotion as indicated in such promotional terms and conditions.
- (m) Notwithstanding any matters stated in these Terms, HSBC shall have the absolute discretion to determine the Card Accounts eligible to participate in the Rewards programme and shall be entitled to disqualify any Card Account and/or Cardholder from participating in the Rewards programme without subscribing any reasons therefore.

#### 9.7 Mileage Rewards

The Bank may from time to time enter into arrangements with airlines/miles conversion programmes to offer Cardholders air miles conversion facility ("Air Miles Programme/s") and Cardholders may register for Mileage Rewards under such Air Miles Programme/s and redeem Rewards points as air miles subject to the following terms;

- (a) The Cardholders will be bound by the terms and conditions of the relevant Air Miles Programme of which they are members, subsequent to transferring of Rewards points to the relevant Air Miles Programme.
- (b) The Bank will transfer air miles by the redemption of Rewards points to the relevant Air Miles Programme upon request by the Cardholder, provided the Cardholder is registered, and has sufficient Rewards points outstanding. The transfer will be affected within 14 Bank working days from the day the request of the Cardholder has been received by the Bank.
- (c) The Bank is not a supplier of the air miles services, and will therefore accept no liability for the performance or service of the Air Miles Programme partners.
- (d) Air miles conversion will be effected as per the miles conversion ratio advised to Cardholder in the HSBC public website at [www.hsbc.lk](http://www.hsbc.lk)
- (e) The Bank reserves the right to change the conversion ratio of air miles or cancel the air miles redemption option if required, with prior notice to Cardholders,
- (f) The Bank will accept no liability for any promotion run by any of the air miles partners, in conjunction with the Card.
- (g) The Cardholders will earn Rewards points for Air Miles Rewards as stated under the Clause 9.1 above -Earning Rewards.
- (h) The Reward points of the Cardholders registered for Air Miles Rewards will expire as stated under the Rewards Expiry clause above.
- (i) In order to redeem air miles a minimum of 5,000 Rewards points shall be accumulated.

## 9.8 CASHBACK PROGRAM

(a) The Cashback programme (hereinafter referred to as "Promotion" within this section 9.8) is open to customers who obtain a **new** Local HSBC Visa Platinum Cashback Primary credit Card with effect from 10 January 2018 (Card number starting with number 491014) and existing Rewards Platinum Cardholders who opt in to convert their existing Rewards Platinum Card to a Platinum Cashback credit card (hereinafter referred to as "existing Cardholder" within this section 9.8).

(b) An existing HSBC Rewards Platinum credit Cardholder may convert their credit Card to a Platinum cashback credit Card by giving a voice request to our contact center on +94 11 4472200 after redeeming their existing accumulated reward points or by informing the Bank to transfer the points to the credit Card as a cashback/rebate (3 Reward points for Rs 1/-).

(c) The new and existing Cardholders shall be entitled for a 0.1% cashback/rebate from the amount spent at any merchant outlet (excluding transactions mentioned in clause "h" below) during a calendar month (eg 1st to 31<sup>st</sup> January 2021, 1<sup>st</sup> to 29<sup>th</sup> February 2021..etc) from the date the Cardholder activates the HSBC Visa Platinum Cashback credit Card.

(d) The new and existing Cardholders will be entitled for an additional bonus of 10% Cashback for the total value spent using the Card at **Supermarket\*, Fuel stations\*\* and Telecommunication service providers\*\*\*** of any merchant outlet or at any merchant on-line payment portal excluding transactions mentioned in clause "h" below during a calendar month (eg 1st to 31<sup>st</sup> January 2021, 1<sup>st</sup> to 29<sup>th</sup> February 2021) from the date the Cardholder activates the Card. The minimum monthly spend criteria and maximum cashback/rebate per month shall be as follows.

### Spend thresholds for bonus cash back

Monthly minimum Total Spend (Rs.)( excluding the transactions mentioned in clause "h" below)	Bonus Cash back %	Maximum rebate(Rs.)
Rs.25,000/- Above	10%	Rs1,000/- (Rebate eligibility for Supermarket, Fuel and Telecommunication spend)

*Note: Bonus 10% Cash Back shall only be calculated against Supermarket, Fuel and Telecommunication credit card spend only. The monthly minimum spend requirement has to be met from the credit Card conversion date for all existing HSBC Platinum credit Cardholders who register for this Promotion.*

\* Supermarket including but not limited to i.e. Keells Super Outlets, Cargills Food City, Arpico Super Centre, Lanka Sathosa and Laugfs Sunup Supermarkets (Merchant Category Codes – 5411)

\*\* Fuel stations including but not limited to Lanka IOC, Laugfs and Ceypetco (Merchant Category Codes – 5172, 5541, 5542, 5983)

\*\*\* Telecommunication service providers including but not limited to Dialog, Mobitel, Etisalat, Airtel, Hutch, LankaBell, Sri Lanka Telecom (Merchant Category Codes – 4812, 4814, 4899)

(e) Cash rebate will be given to the pre-defined Merchant Category Codes (“MCC”) based on the guidelines of VISA Worldwide Pte Limited (VISA) / Master Card Incorporated (MasterCards) and of HSBC . Any transactions which are not falling under the specified MCC shall not be eligible to get a cash rebate.

(f) Supplementary Cardholder will be entitled for the same loyalty program where the primary Cardholder being assigned to.

(g) The cashback/rebate computation shall be calculated based on an eligible Cardholder’s total eligible purchases posted on the last day of each calendar month. All eligible purchases made will have to be posted into HSBC’s credit Card systems by the end of each calendar month. HSBC accepts no liability for any late submission of the purchases by merchants.

(h) The following transactions **shall not be eligible** under Cashback program/Promotion;

Installment transactions including merchant installment, Cash instalment planners, Balance Transfers, Cash Advances, Bank fees and charges, Casino or gambling transactions performed locally and outside Sri Lanka, Payment related to virtual currency transaction and Forex, Merchants categorized as “Department stores”, overseas or on-line and utility bill payments made through HSBC internet banking service.

(i) Cashback/rebate earned by the qualified primary and supplementary Cardholders shall be credited to the account of the primary Cardholder.

(j) The total cashback/rebate earned by the primary and supplementary Cardholders on a calendar month will be posted to the primary Cardholder`s credit Card Account by the end of the next/succeeding calendar month. (for example, the cashback/rebate earned for any transactions made from 1-31 January 2021 will be credited by the last week of February 2021). A SMS will be sent confirming the cashback/rebate details to the Cardholder and the cashback/rebate will be shown in subsequent Statements of the Cardholder.

(k) The eligible Cardholder's credit Card Account shall be at good standing and conducted in a proper and satisfactory manner as determined by HSBC in its sole discretion at the time of crediting the cashback/rebate. In the event that the relevant account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reason whatsoever before the cashback/rebate is credited into the said account, HSBC reserves the right not to credit the cashback/rebate.

(l) Cashback/rebate amount to be credited to an account will be rounded up to two decimal places.

(m) Any cashback/rebate credited to Cardholders credit Card Account will not be considered as a payment to Cardholders credit Card Account and cannot be used to offset the minimum amount due to the Bank.

(n) The Promotion cannot be exchanged for any other reward or combined with any other offers and/or promotions of HSBC.

(o) Annual and joining fees will be charged for all Cardholders in-line with the current Tariff published by the Bank.

(p) At the point the Cardholder chooses to participate in and/or becomes eligible for the Promotion, he or she will no longer be eligible for the Rewards programme for credit Cards of HSBC. The Cardholder will be given a reasonable time to redeem the accrued Rewards points on past transactions and all future transactions will be eligible for the Promotion.

(q) In the event the Cardholder's credit Card is lost or stolen, the Cardholder can continue to make purchases with the replacement credit Card and all such purchases made will continue to qualify for the Promotion.

(r) Any disputed, reversed/refunded or cancelled/void transactions shall be excluded from the Promotion.

(s) HSBC reserves the right to change the types of transactions and or cashback/rebate categories which are eligible for the Promotion without prior notice to the Cardholders.

(t) In case of any dispute relating to any and all matters with regard to the Promotion, including but not limited to, in respect of the, Cardholder's eligibility, coverage of dates, Terms herein stated, the decision of HSBC shall prevail and be final and conclusive.

(u) The Bank shall be entitled to vary any of the Terms contained herein at any time without prior notice to the Cardholders which variation shall bind the Cardholders absolutely from the date on which it is expressed to take effect. Nevertheless such variations may be communicated to the Cardholders by letter and/or notice in the local press and/or by displaying on the Bank's notice boards and/or through statements and/or by publishing in the public website of the Bank at [www.hsbc.lk](http://www.hsbc.lk).

(v) Nothing herein amounts to a commitment or representation by the Bank to conduct similar Promotions in the future.

(w) This Promotion is not applicable to any other HSBC credit Cards unless otherwise stated.

(x) HSBC is not the supplier of the products and/or service/s offered by the merchant and shall not accept any liability in relation thereto.

## **10. AUTHORIZATION AND INDEMNITY FOR TELEPHONE, FACSIMILE, INTERNET SMS AND E-MAIL INSTRUCTIONS**

10.1 The Cardholder authorizes the Bank to rely upon and act in accordance with any notice, instruction, demand or other communication which may from time to time be, or purport to be given, by telephone, facsimile, Short Message Services ("SMS"), Personal Internet Banking Services ("PIB") or e-mail, by the Cardholder or on his/her behalf ("the Instructions"), without any inquiry on the Bank's part, as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time in receipt of the Instructions. The Bank may use telephone, facsimile, SMS, PIB or e-mail to communicate with the Cardholder. The Cardholder shall accept the Bank's ruling on the time/date of receipt of Instruction as final.

10.2 The Bank shall be entitled to treat the Instructions as fully authorized by and binding upon the Cardholder and the Bank shall be entitled to take such steps in connection with or in reliance upon the Instructions as the Bank may consider appropriate, whether the Instructions are to pay money or otherwise to debit or credit any account or relate to the disposition of any money or documents or purport to bind the Cardholder to any agreement or other arrangement with the Bank or with any other person or to commit the Cardholder to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, ambiguity, misunderstanding or lack of clarity in the terms of the Instructions.

10.3 In consideration of the Bank acting in accordance with the terms of this authorization the Cardholder hereby irrevocably undertakes to indemnify the Bank, its directors, officers, employees and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatsoever nature and howsoever arising out of or in connection with the Instructions.

10.4 The terms of this authorization and indemnity shall remain in full force and effect unless and until the Bank receives, and has a reasonable time to act upon, notice of termination from the Cardholder save that such termination shall not release the Cardholder from any liability incurred under the authorization given by him as aforesaid and indemnity in respect of any act performed in

accordance with the Terms of this Agreement.

## **11. EXEMPTIONS AND EXCLUSION**

- 11.1 The Bank accepts no responsibility for the refusal of any merchant establishment to honor or accept the Card or to extend credit facilities to the full and authorized credit limit of the Card and in the case of cash advances by and ATM withdrawals at any other bank to the full and authorized cash advance limit.
- 11.2 The Bank shall not be liable for any defect or deficiency in the goods and/or services rendered or purchased by the use of the Card or Card number. The Bank shall not be responsible for statements, words, pictures or other representations made or contained in any advertisements, books, magazines, periodicals, mail order forms, brochures, or other documents in which goods and/or services are offered for sale or consumption. Complaints against the merchant establishment should be resolved by the Cardholder with the merchant establishment and no claim by the Cardholder against the merchant establishment shall relieve the Cardholder from any obligation to the Bank under this Cardholder Agreement.
- 11.3 The Bank shall not be liable in any way to the Cardholder for any inconvenience, loss, damage or embarrassment of whatsoever nature due to or arising from:-
- (a) any disruption or failure or defect in any ATM or communication system or data processing system or transmission link or anything or cause whether beyond the control of the Bank or otherwise; or
  - (b) the use of the Bank or otherwise of other service points to make payments to the credit of the Card Account.
- 11.4 The Bank may select a date of each month as the Statement Date and the Payment Due Date. If the Bank is unable to send a Statement to the Cardholder, the Cardholder's liability shall continue including the payment of the due Finance Charges.
- 11.5 The Bank shall be entitled to honor any sales draft, transaction, record, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of embossed or encoded information contained on the Card. The Bank however shall not be obliged to verify signatures or contents of such charge records in this process.
- 11.6 The Cardholder agrees that the Bank's records, sales slips and the Statement of all transactions shall be conclusive and binding on the Cardholder for all purposes.
- 11.7 The Bank shall not be held liable in any way to the Cardholder for any claims of whatever nature howsoever arising due to any failure or as a consequence of the services, products or benefits provided by merchants pursuant to special advertisements/promotions and the Cardholder agrees that the



Bank is not the supplier of the products or services offered by the merchant and shall not accept and liability in relation thereto.

- 11.8 The Bank reserves the right to decline any Transaction, if the Bank deems fit to do so, notwithstanding the fact that there may be credit in the Card Account.
- 11.9 In the case of recurring transactions, the Cardholder should cancel and/or must adhere to the merchant's renewal policies to prevent transactions from being debited to Card Accounts. The Bank shall not be held liable in any way for the Cardholder's failure to cancel and/or adhere to the merchant's renewal policies.

In the event of any changes to the information provided to the merchant/organization/s including the credit card number, expiry date, personal details etc of the Cardholder, the Cardholder should inform the relevant merchant/organization/s to ensure continuation of the recurring transaction/Standing Instructions to avoid any interruption. The Bank shall not hold any liability or responsibility for any consequences, for any failure of the Cardholder to adhere to update the merchant/organization as aforesaid.

## 12. LEGAL ACTION

If, for any reason, the Cardholder fails to comply with the Terms of this Cardholder Agreement, the Bank may terminate such a Cardholder Agreement and proceed to recover all amounts outstanding thereunder. The Cardholder shall be responsible for all costs, charges and expenses incurred by the Bank including legal fees on a full indemnity basis.

## 13. FOREIGN EXCHANGE REGULATIONS

- 13.1 The Cardholder shall ensure that he/she uses the Card at all times in accordance with the provisions of the laws governing Foreign Exchange and operating instructions, regulations and directions made thereunder by the regulators and/or the Central Bank of Sri Lanka ("Foreign Exchange Act").
- 13.2 The Cardholder shall only use the Card overseas for personal use related to travel, accommodation, medical, living, payment of registration fees, examination fees and annual subscription fees of a personal nature payable to a foreign body or academic institution, payment for purchase of goods abroad for personal use, insurance premium only for travel and health insurance of personal nature and/or for transactions processed via e-mail, internet, telephone which are billed in foreign currency for personal expenses such as travel expenses, hotel charges, incidental expenses, medical expenses and purchase of goods for personal use. The Card shall not be used for payment in respect of capital transactions and the purchase of import of goods in commercial quantities. Payments for import of goods for personal use is restricted to a maximum as is stated by the

regulator from time to time on Cost Insurance Freight (C.I.F) basis per consignment. "Personal use" means for the use of the holder of the Card, his spouse and children and parents and does not include use for any commercial purpose.

- 13.3 The Cardholder shall not permit any other party to use the Cardholder's Card to perform any transactions as aforesaid from Sri Lanka to overseas that involves the conversion of Sri Lankan Rupees to a foreign currency.
- 13.4 The Cardholder shall surrender the Card(s) to the Bank in the event the Cardholder migrates, leaves Sri Lanka for employment overseas or is deemed 'non-resident' as per the definitions of the Foreign Exchange Act currently in force and amended from time to time.
- 13.5 The Bank shall comply with the reporting requirements of the Director of the Department of the Foreign Exchange of the Central Bank of Sri Lanka or any other regulatory authorities as stipulated from time to time.
- 13.6 Notwithstanding any provisions in this Agreement pertaining to Termination or otherwise the Bank shall be entitled to on its own accord to terminate this Agreement forthwith and/or cancel and/or refuse to renew the Card(s) without notice to the Cardholder(s) in the event the Bank has any reason whatsoever to believe that there is/has been a violation of the provisions/requirements of the Foreign Exchange Act and/or any other legislation pertaining to foreign exchange prevailing at that/the time.

#### 14. VARIATION OF TERMS

- 14.1 The Bank reserves the right to alter the Terms contained herein or to introduce new terms and conditions (including without limitation to revise fees and charges imposed hereunder or introduce new fees and charges) from time to time upon notification to the Cardholder by way of a narrative in or enclosure with the Statement before such alteration/amendment or addition becomes effective. The Cardholder shall be deemed to have accepted without reservation such alteration upon using the Card after the date on which the same is to take effect as specified in such notification in any one manner or all of the manners aforesaid. If the Cardholder does not accept such alteration/amendment, the Card along with any Supplementary Card(s) must be returned to the Bank for cancellation before the date upon which such alteration/amendment is to take effect.
- 14.2 The Cardholder shall indemnify the Bank (notwithstanding any termination of this Agreement) against Transactions on his/ her Card and any Supplementary Card(s).

#### 15. DISCLOSURE OF INFORMATION

- 15.1 The Cardholder authorizes the Bank to disclose information concerning the Cardholder or the Supplementary Cardholder(s) or his/her/their Card Account(s) to any third parties assigned by the Bank, to government entities and/or regulators as the Bank deems appropriate. This consent shall be

effective even when the Cardholder no longer holds the Card(s) with the Bank.

- 15.2 The Cardholder hereby consents and acknowledges that the Bank at its own discretion is entitled to report to the Credit Information Bureau of Sri Lanka and/or any other Credit Information Bureau, local or international, records of the Cardholder's conduct pertaining to the Card and the Card Account.

#### 16. RIGHT OF SET-OFF AND FUNDS HELD AS SECURITY

- 16.1 In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may, without notice, combine or consolidate the outstanding balance on the Card Account and/or Supplementary Card Account(s) with any other Account(s) which the Cardholder and/or the Supplementary Cardholder(s) maintain with the Bank and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the Cardholder's liability to the Bank under this Cardholder Agreement.

- 16.2 The Bank may require a Cardholder to place funds in an account with the Bank as security when providing a Card. The Bank retains the right to set-off the Card outstanding against these credit balances. If the Cardholder wishes to access these funds at any time he/she must notify the Bank in advance and the Bank shall make a decision based on the Cardholder's credit conduct. Release of funds held in such a manner for the said purpose once approved may take up to forty five (45) working days.

#### 17. INSTALMENT AND BALANCE TRANSFER PRODUCTS

HSBC's instalment plan programmes which are the Card Balance Transfer (CBT), Card Balance Conversion and Card Instalment Plan (CIP) are governed by separate terms and conditions which are issued to the Cardholder at the time of enrolling in to such programmes. Such terms and conditions need to be thoroughly read, understood and accepted at the time of obtaining the relevant instalment plan.

##### 17.1 Cash Instalment Planner (CIP)

- (a) The Cash Instalment Plan facility (the "CIP Facility") allows the Cardholder to avail a cash advance facility on his/her Card.
- (b) The installments would be debited to the Cardholder in equal monthly installments which would be a split of a part of the capital outstanding of the CIP Facility and a part of the handling fee applicable in obtaining such CIP Facility. The amount of the said handling fee shall be as specified in the tariff available on the official public website of the Bank at [www.hsbc.lk](http://www.hsbc.lk).
- (c) The CIP Facility amount will be provided in the form of a Sri Lankan Rupee HSBC Cashiers Order (the "Cashier's Order") issued by debiting the Cardholder's Card Account. The Cashier's Order will be drawn in

favour of the Cardholder.

- (d) The Cashier's Order will be dispatched to the Cardholder's mailing address registered with the Bank. The Bank shall not be liable for any direct or consequential loss or damage suffered by the Cardholder on account of any delay in receipt of the Cashier's Order by the Cardholder.
- (e) Where a Cardholder has obtained a CIP Facility the minimum payment shall consist of a combination of the monthly installment under the CIP Facility and 4% of the outstanding balance due on the Card. Non payment of the minimum payment amount will result in charges being levied to the Card Account.
- (f) The credit limit on the Card Account will be blocked by a value equal to the principal amount of the CIP Facility and the applicable handling fee and will be increased as and when the monthly installments are billed and paid for in the subsequent months.
- (g) If the Cardholder defaults on payment of any of the installments of the CIP Facility, the Bank reserves the right to foreclose the total balance outstanding of the CIP Facility together with any charges as may be applicable and debit the entire outstanding amount to the Card Account.
- (h) Payments made in excess of the outstanding amount of the Card Account will not automatically be adjusted against unbilled installments of the CIP Facility and will not result in prepayment of the CIP facility.
- (i) In the event the Cardholder wishes to settle the CIP Facility before the due period the Cardholder should inform the Bank in writing of his/her intention to settle the balance outstanding of the CIP Facility on the Card Account. In such event of an early settlement, an early settlement fee shall be applicable and charged on the remaining capital outstanding of the CIP Facility. The amount of such early settlement fees shall be provided in the tariff published on the official public website of the Bank at [www.hsbc.lk](http://www.hsbc.lk)

## 17.2 Card Balance Conversion Plan

- (a) This scheme is available to Cardholders of the Bank, excluding corporate credit cards.
- (b) A transaction can be converted to a Card Balance Conversion Plan only within ninety (90) days from the transaction purchase date.
- (c) The minimum transaction value shall be LKR25,000/- and the maximum transaction value shall be LKR400,000/-.
- (d) The minimum payment due on the Card shall consist of a combination of the monthly loan installment and 4% of the outstanding balance due on the Card. Non payment of the minimum amount shall result in the

standard charges being levied to the respective Card Account.

- (e) The corresponding amount equivalent of the Card Balance Conversion Plan amount and the total handling fee shall be blocked from the Card limit.
- (f) The transaction will be payable during a 3, 6, 12 or 24 month instalment period along with a nominal handling fee decided by the Bank. The amount of the said handling fee shall be specified in the tariff available on the official public website of the Bank at [www.hsbc.lk](http://www.hsbc.lk).
- (g) Stamp duty will be charged for the total transaction.
- (h) HSBC Rewards will be awarded for the total transaction value.
- (i) In the event the Cardholder wishes to settle the Balance Conversion Plan before the due period the Cardholder should inform the Bank in writing of his/her intention to settle the balance outstanding of the Balance Conversion Plan on the Card Account. In such event of an early settlement, an early settlement fee shall be applicable and charged on the remaining Balance Conversion Plan capital outstanding amount. The amount of such early settlement fees shall be provided in the tariff on the official public website of the Bank at [www.hsbc.lk](http://www.hsbc.lk)

### **17.3 Card Balance Transfer Facility**

- (a) The Card Balance Transfer facility (the “**CBT Facility**”) is available to Cardholders.
- (b) The preferred monthly interest rate/s applicable to the CBT Facility will not be applicable for other balances / transactions performed on the Card.
- (c) The credit limit on the Card Account will be reduced / blocked to the extent of the amount of the CBT Facility and will be released as and when the monthly instalments are billed and paid for in the subsequent months.
- (d) If the Cardholder defaults on payment of any of the instalments of the CBT Facility, the Bank reserves the right to foreclose the total balance outstanding of the CBT Facility together with any charges as may be applicable and debit the entire outstanding amount to the Card Account.
- (e) Payments made in excess of the outstanding amount of the Card Account will not automatically be adjusted against unbilled instalments of the CBT Facility and will not result in prepayment of the CBT Facility.
- (f) If the Cardholder closes his Card before all instalments of the CBT Facility are posted to the Card Account, the outstanding amount of the CBT Facility will be debited to the Card Account as one consolidated amount.

#### 17.4 Card Instalment Plan

(a) The Card Instalment Plan (hereinafter referred to as the “Instalment Plan”) is made available by the Bank to the Cardholders of the Bank excluding corporate credit cardholders.

(b) The Bank reserves the right to withdraw the Instalment Plan at any given time with two (2) weeks prior notice to the Cardholders at the sole discretion of the Bank.

(c) The Cardholder agrees that HSBC may at its sole discretion specify a minimum / maximum purchase amount to qualify for the Instalment Plan.

(d) The selling price of an item is decided at the sole discretion of the merchant and the Cardholder should be satisfied that the product meets his/her requirements and the Bank shall not be held liable for any dispute and or liability arising directly and or indirectly in connection to the selling price and/or quality of the item/items.

(e) The availability of the Instalment Plan to the Cardholder is subject to the available balance in the Cardholder’s Card Account and to acceptance by the Bank of the Cardholder utilizing the Instalment Plan.

(f) The amount of each instalment shall be debited to the Cardholder’s Card Account on a monthly basis and shall be included as a transaction on the Card Account, hence each instalment shall be treated in the same way as a transaction charged to the Card Account and shall be paid by the Cardholder in the same manner.

(g) The Cardholder shall pay the entire outstanding amount appearing on the Card Statement which included the instalment amount on or before the due date to avoid interest being charged on instalment(s). The Cardholder acknowledges that the payments made by him/her to his/her Card will be applied in accordance with the payment hierarchy in accordance with the Terms of the Cardholder Agreement.

(h) The Cardholder may at any time repay the Bank the sum of all the then outstanding instalments under the Instalment Plan by notifying the Bank in writing.

(i) If the Cardholder’s Card is cancelled / terminated / blocked / not renewed/ over limit due to default or delinquency or non payment of dues at any time during the Instalment Plan, the total outstanding instalments shall become immediately without advance notice, due and payable by the Cardholder and shall be subject to standard rates of interest / charges / fees.

(j) These terms and conditions of the Instalment Plan shall be in addition to and not in derogation of the Terms contained in the Cardholder Agreement. This offer is by way of a special facility for Cardholders and nothing contained herein shall prejudice or affect the Terms of the Cardholder Agreement.



(k) Cardholders should not hold HSBC responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges, and expenses that a Cardholder may suffer, sustain or incur by availing the Instalment Plan.

(l) The Bank reserves the right to amend these terms and conditions without prior notice, from time to time and may notify the Cardholder of such amendments in any manner it thinks fit (including display at the Bank branches, [www.hsbc.lk](http://www.hsbc.lk) website). The Cardholder shall be bound by such amendments unless the sum of all instalments then remaining outstanding under the Installment Plan is settled in full before the date upon which any such amendments is to have effect.

(m) The decision of the Bank, on all matters relating to the Installment Plan including but not limited to disputes, is final and binding on all Cardholders of this offer.

(n) All communications should be addressed to the Manager Card Operations, HSBC Card Centre 163 Union Place Colombo 02.

## 18. INSURANCE PACKAGES

18.1 The Cardholder shall be covered for travel insurance where applicable in accordance with the terms and conditions of the insurance policy obtained by the Bank if the Cardholder charges the entire cost of a return air ticket to the Card Account. The Cardholder specifically acknowledges that the respective insurance company or corporation which provides such travel insurance shall be solely responsible and liable for the payment of claims under the policy and shall not hold the Bank responsible whether for compensation processing of claims or otherwise or in any manner whatsoever. The Bank may withdraw this insurance policy and its benefit at any time with prior notification to the Cardholder(s).

18.2 All insurance benefits, the obtaining of which is facilitated by the Bank, are subject to the terms and conditions that are applied by the respective insurance company or corporation.

18.3 The Bank shall not be held liable in any way to the Cardholder for any claims of whatsoever nature howsoever arising due to any failure or as a consequence of a non-payment, a breach of any obligation for or relating to the services of the respective insurance company or corporation.

18.4 The insurance covers on Cards shall terminate on closure of the Card Account for any reason and when the Card Account is cancelled or terminated or blocked by the Bank as the case may be.

## 19. COLLECTION, PROCESSING AND SHARING OF CARDHOLDER INFORMATION



## COLLECTION

19.1. HSBC and other members of the HSBC Group may collect, use and share Cardholder Information (including relevant information about the Cardholder, the Cardholder's transactions, the Cardholder's use of HSBC's products and services, and the Cardholder's relationships with the HSBC Group). Cardholder Information may be requested from the Cardholder (or a person acting on the Cardholder's behalf), or may also be collected by or on behalf of HSBC, or members of the HSBC Group, from other sources (including from publically available information), generated or combined with other information available to HSBC or any member of the HSBC Group.

## PROCESSING

19.2. HSBC and/or members of the HSBC Group will process, transfer and disclose Cardholder Information in connection with the following Purposes: (a) providing Services and for any transactions requested or authorised by the Cardholder, (b) meeting Compliance Obligations, (c) conducting Financial Crime Risk Management Activity, (d) collecting any amounts due from the Cardholder, (e) conducting credit checks and obtaining or providing credit references, (f) enforcing or defending HSBC's, or a member of the HSBC Group's, rights, (g) for internal operational requirements of HSBC or the HSBC Group (including, without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes), (h) maintaining HSBC's overall relationship with the Cardholder (including marketing or promoting financial services or related products to the Cardholder and market research),(the "Purposes").

## SHARING

19.3. By using the Services, the Cardholder agrees that HSBC may (as necessary and appropriate for the Purposes) transfer and disclose any Cardholder Information to the following recipients (who may also process, transfer and disclose such Cardholder Information for the Purposes):

- (a) any member of the HSBC Group;
- (b) any sub-contractors, agents, service providers, or associates of the HSBC Group (including their employees, directors and officers);
- (c) anyone acting on behalf of the Cardholder, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the Cardholder has an interest in securities (where such securities are held by HSBC for the Cardholder);
- (d) any party acquiring an interest in or assuming risk in or in connection with the Services;

- (e) other financial institutions, credit reference agencies or credit information bureaus, for obtaining or providing credit references, Auditors/Tax Consultants;
- (f) any third party fund manager who provides asset management services to the Cardholder;
- (g) any introducing broker to whom HSBC provides introductions or referrals;
- (h) in connection with any HSBC business transfer, disposal, merger or acquisition;

wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

## CARDHOLDER OBLIGATIONS

19.4 The Cardholder agrees to inform HSBC promptly, and in any event, within thirty (30) days in writing if there are any changes to Cardholder Information supplied to HSBC or a member of the HSBC Group from time to time, and to respond to any request from, HSBC, or a member of the HSBC Group.

19.5 The Cardholder confirms that every Connected Person/person whose information (including Personal Data or Tax Information) they have provided to HSBC or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms. The Cardholder shall advise Connected Persons/such persons that they may have rights of access to, and correction of, their Personal Data.

19.6 Where:

- a Cardholder fails to provide Cardholder Information that HSBC reasonably requests, or

- a Cardholder withholds or withdraws any consents which HSBC may need to process, transfer or disclose Cardholder Information for the Purposes, or

- HSBC or a member of the HSBC Group has suspicions regarding the possible commission of Financial Crime or a Cardholder presents a potential Financial Crime risk to a member of the HSBC Group,

HSBC may:

- (a) be unable to provide new, or continue to provide all or part of the, Services to the Cardholder and reserves the right to terminate its business relationship with the Cardholder;

- (b) take actions necessary for HSBC or a member of the HSBC Group to meet the Compliance Obligations; and/or

- (c) block, transfer or close Cardholder account(s).

## 20. DATA PROTECTION

20.1 Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Cardholder Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

## 21. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

21.1 HSBC, and members of the HSBC Group, are required to, and may take any action considered appropriate [in their sole and absolute discretion], to comply with laws, regulations, sanctions regimes, international guidance, HSBC Group internal policies and procedures, and/or demands from any Authorities, relating to or in connection with the detection, investigation and prevention of Financial Crime (“Financial Crime Risk Management Activity”).

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 the Cardholder, or on its behalf, (b) investigating the source of or intended recipient of funds (c) combining Cardholder 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 a Cardholder’s identity and status.

21.2 Exceptionally, HSBC’s undertaking of Financial Crime Risk Management Activity may lead to HSBC delaying, blocking or refusing the making or clearing of any payment, the processing of Cardholder instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither HSBC nor any other member of HSBC Group shall be liable to the Cardholder or any third party in respect of any [Loss/ loss] howsoever arising, suffered or incurred by the Cardholder or third party caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

21.3 The Cardholder shall not, including but not limited to, purchase, sell and/or use virtual currencies, crypto currencies, bitcoins or/and conduct forex trading, capital transactions and overseas money transfers using the credit Cards issued by the Bank in line with the relevant laws, regulations, and Bank’s policies prevailing from time to time.

## 22. TAX COMPLIANCE

The Cardholder/s acknowledge that the Cardholder/s is/are solely responsible for understanding and complying with the Cardholder/s tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by HSBC or members of the HSBC Group. Each Connected Person acting in his capacity as a Connected Person (and not in his personal capacity) also makes the same acknowledgement in

his own regard. Certain countries may have tax legislation with extra-territorial effect regardless of a Connected Person's or the Cardholder's place of domicile, residence, citizenship or incorporation. Neither HSBC nor any member of the HSBC Group provide tax advice. The Cardholder/s are advised to seek independent legal and tax advice. Neither HSBC nor any member of the HSBC Group have responsibility in respect of the Cardholder/s tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s) and Services provided by HSBC or members of the HSBC Group.

## 23. MISCELLANEOUS

23.1 In the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between the Cardholder and HSBC, these Terms shall prevail. Any consents, authorisations, HSBC requested waivers and permissions that already exist from the Cardholder in relation to Cardholder Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.

23.2 If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

## 24. SURVIVAL UPON TERMINATION

These Terms shall continue to apply notwithstanding their termination, any termination by HSBC or a member of the HSBC Group of the provision of any Services to the Cardholder or the closure of any Cardholder account.

## 25. LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka and the Cardholder/s hereby irrevocably submits to the exclusive jurisdiction of the Courts of the said Republic of Sri Lanka. These Terms shall automatically stand amended if such amendments are necessitated by law, government regulations or instructions issued by the Central Bank of Sri Lanka. The Card and the Card Account may be used only for valid and lawful purposes. If the Cardholder uses, or allows/permits someone else to use the Card or Card Account for any other purpose, the Cardholder shall be responsible for such use and may be required to reimburse the Bank and MasterCard International or Visa International for all amounts or expenses that the Bank or MasterCard or Visa International pays as a result of such use.

## 26. GENERAL

26.1 (a) The Cardholder shall notify the Bank promptly in writing of any changes to the information pertaining to the Cardholder specified in the application including but not limited to changes to addresses, employment details,

contact numbers (all collectively referred to as "Contact Details"). The Bank shall treat the Contact Details in the Card application as the most updated Contact Details. The Contact Details in the Card application shall be replaced and shall prevail only upon the Bank being duly notified of any changes to the Contact Details as specified in this clause.  
Cardholder

(b) Any notice given or correspondence with the Cardholder by post shall be delivered to the latest address provided by the Cardholder to the Bank in writing and shall be deemed to have been received within seven (7) days of posting.

26.2 The Bank reserves the right to transfer, assign and sell in any manner, in whole or in part, the outstanding amount on the Card Account to third party debt collection agents with due notice to the Cardholder. The Cardholder hereby authorizes the Bank to appoint third party debt collection agents for recovery of outstanding amounts on the Card Account. The Cardholder shall pay all the costs of collections of the outstanding amount with Finance charges, legal expense should it become necessary, to take legal action to enforce the payment.

26.3 Whenever required by the Bank, the Cardholder shall furnish data concerning his/her financial position to the Bank. The Cardholder further authorizes the Bank to verify information furnished. If the data is not furnished when called for, the Bank at its discretion, may refuse renewal of the Card or cancel the Card forthwith.

26.4 The Bank reserves the right to redirect the Statements and/or correspondence to any other address designated on the application form in the event the Statements and/or notices from the Bank as the case may be are returned and the Cardholder cannot be contacted.

26.5 The Cardholder agrees and acknowledges that all data including but not limited to information pertaining to the Card, the Cardholder and/or the Card Account may be transmitted and/or stored or held in any location and accessed by authorized personnel of the Bank, the Head Office, Branch offices of the Bank and other members/associate members of the HSBC Group and its members or any data processing service provider or any person engaged by the Bank for printing and mailing statement of accounts or provision of any similar services wherein their opinion such transmission storage and/or access is necessary for any purpose including administration and internal monitoring requirements.

26.6 Standing instructions/Orders from the Card

(a) The Cardholder also agrees to maintain sufficient funds in his/her Card to meet any standing instruction/s debits commitment failing which the Card shall be debited for the sum agreed upon in the standing instructions/Order form submitted by the Cardholder as the case may be.



## 26.7 Cardholder Liability in Disputed transactions

Based on the evidence available to the Bank (provided by the Cardholder or otherwise), if the Bank is of the opinion that the Cardholder was grossly negligent or fraudulent in the handling of the account or the Card (this includes protecting the Card, Account, or PIN and reporting the loss or unauthorized transactions) the Cardholder's liability on the Card shall be increased for any unauthorized transactions effected on the Card.

The Cardholder agrees and accepts that the Bank shall not refund the Cardholder for any disputed transactions, if the Bank determines that specific investigations are required, including those for specific transactions performed by the Card and/or performed at particular merchants, and if the history of the Card Account is unsatisfactory, or if the nature of the transaction justifies not refunding the Cardholder.

## 26.8 The Cardholder shall not directly or indirectly initiate to offer, promote, advertise, conduct, finance, manage or direct a scheme where a participant is required to contribute or pay money or monetary value (via the Card) and where the benefits earned by the participants are largely dependent on:

(a) Increase in the number of participants in the scheme; or

(b) Increase in the contribution made by the participants in the scheme;

(c) "Money" shall mean a monetary unit or medium of exchange that is issued, established, authorized or adopted by Sri Lanka or a foreign government;

(d) "Monetary Value" shall mean a medium of exchange whether or not redeemable in money, including in the form of stored value, payment instrument or credit to account and shall also include gold coin and gold bullion.

## 26.9 In the event of the Bank crediting the Card Account of the Cardholder by error the Bank shall be entitled at any stage to reverse the said entry and/or to claim the said amount from the Cardholder.

## 26.10 The Cardholder shall be bound by, including but not limited to, the provisions of the Prevention of Money Laundering Act No 5 of 2006 (PMLA), the Financial Transactions Reporting Act No 6 of 2006 (FTRA) and related guidelines and directions pertaining thereto and The Banking Act of Sri Lanka No 30 of 1988 as amended together with the provisions of the Directions issued by the Monetary Board of the Central Bank of Sri Lanka under the aforesaid Banking Act, No.30 of 1988, as amended, including the guidelines and directions in respect of Abandoned Property in terms of such Act. The Cardholder shall not preload the Card Account with such sums of money in addition to the balance outstanding of the Card Account at any time.



The Cardholder confirms understands and agrees that the Bank will at all times comply with such provisions as may be required with regard to the above and with all laws, directions and guidelines pertaining to the operations of a Licensed Commercial Bank in Sri Lanka .

26.11 The Cardholder understands and agrees with the Bank that pre-loading of the Card Account is prohibited and in the event there is a credit balance in the Card Account the Bank may, transfer such credit balance to another credit card of the Cardholder which has a debit balance, transfer such credit balance to the Cardholder's Sri Lanka Rupee savings or a Sri Lanka Rupee current account with the Bank or issue a cashiers order in favour of the Cardholder.

26.12 The Cardholder shall notify the Bank in writing forthwith upon the Cardholder holding and/or acquiring ten per centum (10%) or more shares in any listed or unlisted company in Sri Lanka.

### **CARDHOLDER SATISFACTION & FEEDBACK Listening to you**

At HSBC we are committed to providing Cardholder/s with world-class service and effectively delivering the products and services Cardholders need.

If for any reason a Cardholder is not entirely satisfied with any aspect of the service of the Bank, the Cardholder should contact the staff at the branches of the Bank or the Call Centre of the Bank Upon being so contacted the Bank will make every effort to resolve issues efficiently to the satisfaction of the Cardholder.

In the event A Cardholder is not entirely satisfied with the manner in which the Cardholder has been served, or if the products of the Bank do not meet the expectations of the Cardholder, the Cardholder may provide his/her feedback to the Bank in the following manner.

- by submitting the feedback online at the official website of the Bank at [www.hsbc.lk](http://www.hsbc.lk)

- by mailing the concerns of the Cardholder to

The Manager Customer Experience and Relations  
Wealth and Personal Banking  
HSBC Centre  
163 Union Place  
Colombo 2

Or

- by e-mailing the Bank on the following email addresses

Premier - [premiercustomersolutions@hsbc.com.lk](mailto:premiercustomersolutions@hsbc.com.lk)

Advance - [advancecustomersolutions@hsbc.com.lk](mailto:advancecustomersolutions@hsbc.com.lk)

General - [customersolutions@hsbc.com.lk](mailto:customersolutions@hsbc.com.lk)

- By writing to the Bank through the secure message facility on Personal Internet Banking to ensure confidentiality and security.
- By visiting any branch office of the Bank and speaking to the Manager in charge or by providing the Bank feedback by completing the “Listening to your comments” forms available at branches.
- By directly speaking to the Relationship Manager (if any) or any of the branch staff of the Bank.

#### Service Level Commitment

If matter cannot be resolved immediately, the Bank will provide the Cardholder with a solution within three working days of receiving the feedback from the Cardholder.

Provided that in the event of issues which may be more complex in nature and which take longer to resolve the Bank will provide the Cardholder with an estimated response time.

Cardholders may also write to the Office of the Financial Ombudsman and request redress.

The Office of the Financial Services Ombudsman is an independent, impartial and free service established as part of the Financial Sector Reform package initiated in April 2002.

Contact details of the Financial Ombudsman are: The Office of the Financial Ombudsman Sri Lanka,

No. 143A, Vajira Road

Colombo 5.

Telephone : +94 11 2 595 624

Fax : +94 11 2 595 625

E-mail : fosril@slt.net.lk

Web : [www.financialombudsman.lk](http://www.financialombudsman.lk)

“I/We hereby confirm and agree that in the event of any discrepancy in the English, Sinhala and Tamil versions of these Terms and Conditions the English version shall prevail.”

**CPD/T&C/ENG/V-2021.June**

Issued by The Hongkong and Shanghai Banking Corporation Limited.