



Gold Credit Card

Important: Before you use a MasterCard Credit Card and/ or Visa Credit Card from HSBC (the "Card"), please read carefully the Cardholder Agreement printed below. By using the Card and/or signing the Acknowledgement Receipt the Cardholder is accepting the Terms & Conditions set out below and will be bound by them as follows:

Definitions

The following terms shall have the following meanings:

"Air Miles": The value expressed in the form of units credited to the Air Miles activity statement issued by the Company at the rate specified in Clause 3.2.1 and available for redemption in accordance with Clause 3.3.

"Air Miles Terms & Conditions": The Terms & Conditions issued by the Company and in force from time to time which govern the award redemption of Air Miles.

"Bank": HSBC Bank Middle East Limited operating through its offices in United Arab Emirates (UAE).

"Cardholder": The holder of an eligible personal Credit Card issued by the Bank.

"Company": Rewards Management Middle East Free Zone LLC.

"Card Account": The account opened and maintained by the Bank for each Credit Card to which transactions are posted, including transactions using any Supplementary Cards.

"Credit Card": Each eligible Credit Card and Supplementary Card issued by the Bank operating in the UAE.

"Eligible Transactions": Those transactions which the Company and the Bank shall from time to time agree are eligible for the award of Air Miles.

"Start Date": The date to be agreed by the Company and the Bank and to be announced by the Company.

"Eligible Purchase": means a purchase (excluding cash advances) by a Cardholder or Supplementary Cardholder of such minimum amount as the Bank may from time to time determine made using a qualifying Card issued in the UAE by HSBC Bank Middle East Limited

"FIP Interest Rate": means the interest rate applicable to the FIP.

"FIP Principal Sum": means the amount of the Card Transaction in the Billing Currency relating to an Eligible Purchase which the Bank and Cardholder agree shall be converted into a FIP.

"Total FIP Charge": means the amount of the FIP Principal Sum plus the aggregate of the FIP Monthly Payments

"FIP Term": means the duration of the FIP expressed in the number of calendar months which the Bank in its absolute discretion may determine.

"FIP Monthly Payment": means the Total FIP Charge divided by the FIP Term.

"Statement Date": means the Statement generation date which appears on the Card Account Statement.

1. Issuing of Cards

1.1 The Card is issued by HSBC (the "Bank") in the country (the "Country") where the Bank is located as specified below:

United Arab Emirates - P.O. Box 500368, Dubai, UAE.

Tel: Toll-free within UAE (24 hours) 800 HSBC (800 4722)

From outside UAE (call collect) +971 4 2288007

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- 1.2 The Card must be signed by the person to whom it is issued (the "Cardholder") immediately upon receipt and the Cardholder should immediately sign and return the "Acknowledgement Receipt" delivered with the Card.
- 1.3 Use of the Card is restricted to the Cardholder and subject to these Terms & Conditions, the Card remains valid until its date of expiry mentioned on the Card.
- 1.4 The Cardholder will not permit any other person to use the Card and will at all times safeguard the Card and any Personal Identification Number (the "PIN") issued, and keep it under his/her personal control.
- 1.5 The Bank will maintain an account in the name of the Cardholder in respect of the Card (the "Card Account") to which the value of purchases of goods and services, cash advances, fees and charges effected by the use of the Card ("Card Transactions"), any other liabilities of the Cardholder arising under these Terms & Conditions and any loss incurred by the Bank arising from the use of the Card or Card number shall be charged. A statement of amounts so charged will be sent to the Cardholder at his/her last known address and any such statement shall be deemed to have been received by the Cardholder 4 days after despatch by the Bank.
- 1.6 The Bank may issue Supplementary Card(s) to any person nominated as a Supplementary Cardholder by the Cardholder. The Terms & Conditions of this Agreement shall apply to the use of any Supplementary Card(s) and the term the "Card" shall whenever applicable include such Supplementary Card(s). The Cardholder shall be bound by and be liable for the use of any Supplementary Card(s). The Supplementary Cardholder is not permitted the use of an Automated Teller Machine ("ATM") to operate the Nominated Account referred to in paragraph 2.4 (a) of these Terms & Conditions, unless the Supplementary Cardholder is an authorised signatory on the said Nominated Account. In addition to its other rights and powers under this Agreement, the Bank may cancel any Supplementary Card(s) at any time, and seek the return of Supplementary Card(s) issued to the Supplementary Cardholder. The Cardholder and Supplementary Cardholder(s) will be jointly and severally liable for all Card Transactions effected by any Supplementary Card(s).

2. Operating your Account

- 2.1 The Cardholder will be responsible for all credit or other facilities granted by the Bank in respect of the Card and for all related charges hereunder, notwithstanding the termination of this Agreement.
- 2.2 The Cardholder must sign Sales Slip, Cash Advance Slip or Mail Order Coupon whenever the Card is used by the Cardholder and should preserve a copy of the same. Copies of the Sales or Cash Advance Slips may be provided at the sole discretion of the Bank subject to an additional charge. Provision of sales slip copies may take a minimum of 45 days subsequent to the Cardholder's written request to the Bank. The Cardholder's failure to sign any Sales Slip, Cash Advance Slip or Mail Order Coupon will not relieve the Cardholder from liability to the Bank in respect thereof.
- 2.3 The value of all Card Transactions will be charged to the Card Account in currency of the Country or US Dollar (collectively referred to as the "Billing Currency") as advised by the Bank. Card Transactions which are effected in currencies other than the Billing Currency will be debited to the Card Account after conversion into the Billing Currency at a rate of exchange to be determined by the Bank from time to time.
- 2.4 If the Cardholder is authorised by the Bank to use the Card at an ATM belonging to the Bank or any member or associate member of the HSBC Group of companies or any Member Bank of Visa International, or any other ATM as advised to the Cardholder from time to time, the following additional Terms & Conditions shall apply:
 - a) The Cardholder shall accept full responsibility for all transactions processed by the use of the Card at any ATM that accepts it, (the Bank's record of transactions processed being conclusive and binding for all purposes) and hereby authorises the Bank to debit the Cardholder's current or savings account as specified in the Card application (the "Nominated Account") or the Card Account with the amount of any withdrawal or transfer effected by the use of the Card with or without the Cardholder's knowledge or authority.
 - b) The Bank's record of transactions processed by the use of the Card at an ATM shall be conclusive and binding for all purposes.

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- c) The Cardholder shall not be entitled to overdraw the Nominated Account or Card Account with the Bank.
 - d) The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the Card or ATM arising out of the Cardholder's mistake, the temporary insufficiency of funds in such machines or otherwise howsoever.
 - e) Any cheque deposited at an ATM shall only be credited to the Nominated Account or Card Account after clearing by the Bank (which shall be conclusive and binding as against the Cardholder) and any statement issued on making a deposit shall only represent what the Cardholder purports to have deposited and shall in no way bind the Bank.
 - f) Any cash deposit at an ATM shall only be regarded as having been received by the Bank upon verification and crediting the same to the Nominated Account or Card Account.
- 2.5 The Cardholder must notify the Bank's Card Services Department in the Country at the Bank's address appearing in clause 1.1 of these Terms & Conditions, in writing as soon as possible of any changes in the Cardholder's employment/office/home address and telephone numbers.
- 2.6 The Bank shall not be liable for the refusal of any merchant establishment to accept or honour the Card, nor shall the Bank be responsible in any way for the goods or services supplied to the Cardholder. Any complaint by a Cardholder may be resolved by the Cardholder with the merchant establishment. The Bank shall have no responsibility in this respect. No claim by the Cardholder against the merchant establishment may be the subject of a claim against the Bank. The Bank will credit the Cardholder's Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the merchant establishment.
- 2.7 The Cardholder may be covered for personal insurance. Where the Cardholder is so covered, the cardholder specifically acknowledges that the insurance company will be solely liable in case of death, disability, injury or loss and will not hold the Bank responsible whether for compensation, processing of claims or otherwise or in any manner whatsoever.
- 2.8 Subject to the relevant policy terms, the Cardholder may be entitled to the benefit of any other insurance policies which the Bank may from time to time enter into for the benefit of Cardholders. The Bank may vary, suspend or withdraw such benefit at its discretion and the insurer providing any policy will be solely liable and responsible for the processing and payment of any claims.
- 2.9 The Cardholder shall not be entitled to the benefit of any insurance while in breach of any part of these Terms & Conditions, nor in respect of any claim received by the Bank after the cancellation of the Card.
- 2.10 The Cardholders must not use the card for any unlawful purposes, including the purchase of goods or services prohibited by the law in UAE.

3. AIR MILES**3.1. Eligibility****3.1.1 The following persons shall be eligible to earn Air Miles:**

- a) Cardholders of personal Credit Cards issued by the Bank in the UAE.
- b) Such other persons as the Company and the Bank may from time to time agree.

3.1.2 The following persons shall not be eligible for Air Miles:

- a) Any Cardholder of a personal Credit Card with any payment overdue or who is otherwise in breach of the Card Terms and Conditions
- b) Such other persons as the Company and the Bank may from time to time agree.



3.2 Award of Air Miles

- 3.2.1 Following the Start Date, Air Miles shall be credited at such rate as the Bank and Company may decide from time to time. The current rate is 1 Air Mile for each AED 2 debited to the Card Account in relation to Eligible Transactions completed after the Start Date, rounded in accordance with the Bank's procedures. Air Miles will be earned when the Card transaction takes place. Air Miles will be credited by the Bank to the Cardholder's account with the Company on a monthly basis when the Statement is sent to the Cardholder. If the Cardholder is in breach of his payment obligations then the Bank may suspend the credit of the Air Miles until the Cardholder has remedied the breach.
- 3.2.2 Eligible transactions shall include:
- a) The amount debited to the Card Account, expressed in AED where the purchase is in another currency, and calculated at the Bank's then prevailing rate of exchange, for the purchase of eligible goods and services.
 - b) Utility Bill payments.
 - c) Such other transactions as the Company and the Bank may agree to admit for eligibility from time to time.
- 3.2.3 The following transactions will not be eligible for the award of Air Miles:
- a) All Cash advances
 - b) The purchase of travellers cheques.
 - c) Finance and other fees or charges.
 - d) Credit Card repayments.
 - e) Any balance transferred to the Card Account.
- 3.2.4 Where the Cardholder successfully disputes any transaction for which Air Miles have been awarded, those Air Miles shall be debited. Where the relevant Card Account has been closed, the debited Air Miles may be debited from any other Air Miles held by the Cardholder.
- 3.2.5 Air Miles accruing for Eligible Transactions by a Supplementary Cardholder shall be credited to the Cardholder's Air Miles.
- 3.2.6 The Bank may at its discretion and after notification in accordance with Clause 3.5.1, change the types of transactions which are Eligible Transactions.
- 3.3. Redemption
- 3.3.1 Air Miles may be redeemed against vouchers and merchandise from time to time contained in the rewards catalogue issued by the Company. The Company may amend the products and services offered in the rewards catalogue without prior notice. Products and services offered are subject to availability.
- 3.3.2 Air Miles are not transferable to any other person. Where a Cardholder has more than one eligible Credit Card, the Cardholder may aggregate the Air Miles earned in relation to each Credit Card.
- 3.3.3 Air Miles cannot be exchanged for cash, credit or used for the payment of any fees or charges payable to the Bank
- 3.3.4 The Company is solely responsible for the redemption of Air Miles and the Bank has no liability or responsibility to the Cardholder or any other person.
- 3.3.5 The Bank gives no warranty or guarantee as to the quality, condition or suitability of any goods or services provided on redemption.
- 3.3.6 The Bank shall not be liable or responsible to the Cardholder or any other person for any loss, damage or claims suffered by them in respect of any goods or services provided in redemption of Air Miles or as a result of any product or service being unavailable.

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- 3.3.7 The Company shall be solely liable to the Cardholder for the redemption of Air Miles and the Bank gives no guarantee and has no liability to any Cardholder or any other person for any failure to redeem Air Miles by the Company or any other person.

3.4. Miscellaneous

- 3.4.1 The Bank may, by giving notice to Cardholders by such method as it shall decide, vary these Terms & Conditions, modify, suspend or withdraw the Air Miles programme.
- 3.4.2 These Terms & Conditions shall be subject to the applicable laws of the United Arab Emirates and all disputes shall be referred to the Courts of Dubai.
- 3.4.3 The Cardholder agrees that the Bank may provide details concerning the Cardholder including details of the value and nature of any transactions completed using a Credit Card or Supplementary Card to the Company.
- 3.4.4 The provision of Air Miles and the redemption of Air Miles shall also be subject to the Air Miles Terms & Conditions. These Terms & Conditions shall apply where there is any inconsistency with the Air Miles Terms & Conditions.

4. Payment of Utility Bills

- 4.1 The Bank may at its discretion accept instructions for the payment of utility bills given in any manner the Bank agrees from time to time, including by telephone or facsimile message.
- 4.2 The Bank may treat any instructions to pay a utility bill given by a person stating that they are the Cardholder as genuine.
- 4.3 Instructions given for the payment of utility bills should be given at least 3 working days before the due date for payment of those bills.
- 4.4 The Bank shall take no liability or responsibility for any loss or damage, including any disruption of the provision of services or utilities or reconnection charges, in the event that any utility bill is not paid for any reason.
- 4.5 All transactions should be for the Cardholder's personal consumption, and no business or trade related transactions should be completed using the Card. The Bank may charge such additional fees and charges as the Bank at its sole discretion decides are necessary to compensate the Bank for any additional loss, cost or expenses incurred as a result of the misuse of the card for business trade related transactions. The Bank may debit such additional fees and charges to the card account.
- 4.6 The Bank may, after giving notice in accordance with the Cardholder Terms & Conditions, or without notice in the case of emergency, vary, suspend or withdraw this service or any of these Terms & Conditions.

5. Unauthorised Transactions

- 5.1 The loss or theft of a Card must be reported to the Bank's Card Services Department in the Country at the Bank's address appearing at the beginning of these Terms & Conditions immediately upon discovery. A Police Report must also be made of the lost/stolen card and a copy sent to the Bank if there is suspected misuse. The Cardholder will be responsible for all Card Transactions effected before notice of the loss or theft has been received by the Bank's Card Services Department.
- 5.2 After receipt by the Bank of notification of loss or theft of a Card to the Bank's Card Services Department in the Country, the Cardholder will have no further liability provided that the Cardholder has acted in good faith and with all reasonable care and diligence in safeguarding the Card and in promptly reporting its loss to the Bank. The decision as to the bonafides of the Cardholder in this regard will rest with the Bank and the Bank reserves the right to cancel the Card and/or any Supplementary Card(s). In case the Cardholder recovers the Card, he/she shall report the matter to the Bank and the Police and immediately hand over the recovered Card to the Bank's Card Services Department in the Country, for destruction. The Cardholder must not make any attempt to use the Card.

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- 5.3 Notwithstanding anything to the contrary herein contained, the Cardholder will be liable for all losses to the Bank arising from the use of the Card by any person obtaining possession of it with the Cardholder's consent.
- 5.4 The Bank may in its absolute discretion agree to issue a replacement Card for any lost or stolen Card which shall be issued on the same Terms & Conditions as the original Card or as may be amended from time to time. The Bank reserves the right to charge a replacement/ handling fee to the Cardholder's Card Account at a rate to be determined by the Bank and notified to the Cardholder.

6. Credit Limit

- 6.1 The Bank will assign a credit limit to the Card Account which must not be exceeded without prior agreement. The Bank reserves the right to amend the credit limit assigned from time to time, at its discretion.
- 6.2 If a Cardholder exceeds the assigned credit limit without prior agreement the Bank may at its discretion cancel the Card immediately without notice to the Cardholder and all outstanding amounts will thereupon become immediately due and payable.
- 6.3 A fee will be charged to the Card Account by the Bank if a Cardholder exceeds the assigned Credit Limit, at a rate to be determined by the Bank and notified to the Cardholder from time to time.

7. Fees

- 7.1 The Cardholder agrees to pay a non-refundable annual fee for the Card and for any Supplementary Card(s) at a rate to be determined by the Bank and notified to the Cardholder from time to time.
- 7.2 A handling fee will be charged by the Bank on each cash withdrawal or advance and charged to the Cardholder's Card Account, at a rate to be determined by the Bank and notified to the Cardholder from time to time.

8. Payment and Finance Charges

- 8.1 Credit Card Payments:
- a) A Card Account statement will be sent to the Cardholder at the end of each period (the "Billing Period") to be determined by the Bank and notified to the Cardholder from time to time, with details of the total amount outstanding on the Card Account (the "Amount Outstanding") and the minimum payment due computed at a rate to be determined by the Bank and notified to the Cardholder from time to time (the "Minimum Amount Due") and the date by which the payment must be made to the Bank (the "Payment Due Date"). The Minimum Amount Due also includes any unpaid Minimum Amount Due from the previous Billing Period(s).
 - b) Although finance charges will not be levied if the payment of the whole of the Amount Outstanding is received and cleared by the Bank on or before the Payment Due Date, a finance charge will be levied on cash advances at a rate to be determined by the Bank and notified to the Cardholder from time to time, from the transaction date of each cash advance on the Card Account and until it is fully paid. All cheques received by the Bank shall be subject to clearing and funds will only be credited to the Cardholder's Card Account after clearance.
 - c) If the Cardholder fails to pay the Bank in cleared funds the whole of the Amount Outstanding by the Payment Due Date, the outstanding balance will attract a finance charge calculated on the average daily balance from the date of each Card Transaction, at a rate to be determined by the Bank and notified to the Cardholder from time to time. The finance charge is debited on the last day of the Billing Period.
 - d) Without prejudice to the payment of the finance charge referred to in preceding paragraph (c), if the Cardholder fails to pay the Minimum Amount Due in cleared funds by the Payment Due Date a late payment fee will be charged at rate to be determined by the Bank and notified to the Cardholder from time to time.

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- e) Where payment is made by cheque the Cardholder should allow 5 business days for the cheque to clear.
 - f) The Cardholder may issue a direct debit standing instruction on an account with the Bank (the Nominated Account) to settle the Amount Outstanding on the Payment Due Date. For direct debit standing instruction the following additional Terms & Conditions shall apply:
 - i. The Cardholder agrees that the Bank reserves the right to determine the priority of any such standing instruction against cheques presented to the Nominated Account or any other arrangements made with the Bank.
 - ii. The Cardholder understands that any amendments and cancellations to any such standing instruction should reach the Bank at least one week before the next Payment Due Date.
 - g) If any standing instruction, cheque or any other instrument of the Cardholder is not honoured, or there are insufficient cleared funds to meet such payment the Bank at its sole discretion may charge the Cardholder finance charge thereon calculated in accordance with preceding paragraph (c), and may process any such standing instruction whenever there are sufficient cleared funds to the credit of the Nominated Account after the original date on which such debit was intended.
 - h) If the Cardholder disagrees with any charge indicated in the monthly statement, the same should be communicated to the Bank within 30 days of the statement date, failing which the Cardholder shall not be entitled to query the charge.
- 8.2 Any Payments made by a Cardholder will be applied by the Bank in or towards payment of Cardholder's liabilities to the Bank under these Terms & Conditions in such order as the Bank may decide.
- 8.3 The Bank reserves the right to amend the finance charge and other charges from time to time, at its discretion. Publication of charges by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder. Use of Card after the date upon which any change to these Terms & Conditions is to have effect (as may be specified in the Bank's notice) will constitute acceptance without reservation by the Cardholder of such change.
- 8.4 Details of the finance charges and other charges applicable to the Card and its use are available on request at any of the Bank's branches in the Country or a copy may be obtained directly from the Bank's Card Services Department in the Country.
- 8.5 The Cardholder acknowledges that the Bank may exercise its rights under Clause 13.8 in the event that the Cardholder fails to pay the Minimum Amount Due by the Payment Due Date.
- 9. Cancelling this Agreement**
- 9.1 The Bank may terminate this Agreement with the Cardholder at any time by cancelling the Card with or without prior notice and with or without assigning any reason, or refusing to renew the Card. The Cardholder may terminate the Agreement at any time by written notice to the Bank accompanied by the return of the Card and of any Supplementary Cards.
- 9.2 The whole of the Amount Outstanding on the Cardholder's Card Account together with any outstanding amount incurred by the use of the Card and/or Supplementary Card(s) but not already paid or charged to the Cardholder's Card Account shall become due and payable to the Bank on the termination of this Agreement. The Cardholder and the Supplementary Cardholder(s) expressly agrees that the Bank shall have the right to retain any funds placed in the Cardholder's and Supplementary Cardholder's Current/Savings/Time Deposit or any other account with the Bank or deposits held as a security for the issuance of Card and/or Supplementary Card(s) for a period of up to 45 days after the Card and any Supplementary Card(s) have been physically returned to the Bank, and to set-off against any such funds without notice to the Cardholder or Supplementary Cardholder all amounts due from the Cardholder to the Bank. In case of a deceased Cardholder or Supplementary Cardholder his/her estate will be responsible for settling any outstanding balances and other amounts due in respect of Card Transactions and shall keep the Bank indemnified from all costs (including legal fees) and expenses incurred in recovering such outstanding balances.



- 9.3 In the event of a Cardholder's bankruptcy or death all outstanding amounts are immediately due and payable and the holder(s) of any Supplementary Card(s) will immediately cease the use of such Card(s) and return it or them to the Bank and pay any amount that may be outstanding under these Terms & Conditions.
- 9.4 The Card remains the property of the Bank at all times and shall be returned to the Bank upon request, together with any Supplementary Card(s) for which the Cardholder is liable.
- 9.5 Where this Agreement relates to the use of a Supplementary Card, the Cardholder or the Supplementary Cardholder may terminate this Agreement (in so far as it relates to the use of the Supplementary Card) by written notice to the Bank accompanied by the return of the Supplementary Card. In both circumstances, the Agreement will remain in force until full payment of Card Transactions and all amounts due under these Terms & Conditions effected by the use of the Supplementary Card has been received by the Bank. Unless and until such termination takes place the Bank shall provide a renewal Supplementary Card to the Cardholder from time to time.
- 9.6 If, for any reason, the Cardholder fails to comply with the Terms & Conditions of this Agreement, the Bank may terminate this 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.

10. Authorisation and indemnity for telephone, telex and facsimile instructions

The Cardholder authorises 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, telex or facsimile transactions by the Cardholder or on his/her behalf (the "Instructions") without any enquiry on the Bank's part including, without prejudice to the generality of the foregoing, 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.

The Bank shall be entitled to treat the Instructions as fully authorised 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 include Instructions to pay money or otherwise to debit or credit any account, or relate to the disposition of any money, securities or documents, or purports 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.

The Bank under terms of this authorisation and indemnity is not obliged to accept and act upon the Instructions which includes the following:

- Change in Mandate
- Change to authorised signatories
- Power of Attorney to another person/entity
- Closure of the account(s) and transfer of the remaining balance by any means.

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

The terms of this authorisation 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 in accordance with the terms of the Mandate, save that such termination will not release the Cardholder from any liability under this authorisation and indemnity in respect of any act performed in accordance with the terms of this authorisation and indemnity prior to the expiry of such time.

**11. HSBC Flexible Installment Plan ("FIP")**

- 11.1 To take advantage of the Flexi Instalment Plan, a Cardholder, after making an Eligible Purchase, must fax a FIP Request Form to the Bank. The FIP Request Form must be received by the Bank before the next Card Statement date. The Bank may, at its absolute discretion, agree to the Cardholder's request.
- 11.2 If the Bank is willing to agree to the Cardholder's request for a FIP and the FIP Term, the Bank shall inform the Cardholder of the FIP Interest Rate, the FIP Monthly Payments and the Total FIP Charge. If the Cardholder agrees to the terms of the FIP offered by the Bank, the Bank will convert the relevant Card Transaction into a FIP. Once agreed, the FIP Term cannot be changed. The Card statement will set out the FIP Monthly Payment due and the remaining balance of FIP Monthly Payments.
- 11.3 The amount of credit available on the Card Account shall be reduced by the aggregate amount of any Total FIP Charge(s) outstanding in relation to that Card Account.
- 11.4 The first FIP Monthly Payment will be added to the Amount Outstanding and the Minimum Amount Due on the Card Account and be paid by the Cardholder in accordance with Clause 8 above starting from the Statement of Account immediately following the date on which the FIP is agreed and every month thereafter until all Total FIP Charge(s) have been repaid in full.
- 11.5 If the Cardholder does not make a payment equal to or more than the Minimum Amount Due on or before the Payment Due Date, for two consecutive Billing Periods then the Bank may at its sole discretion cancel any outstanding FIPs and add an amount equal to the outstanding Total FIP Charge(s) to the Amount Outstanding which will be payable in accordance with Clause 9. The Bank may at its discretion also charge a cancellation fee to the Cardholder.
- 11.6 If the Cardholder seeks to close the Card Account prior to the end of any outstanding FIP Term, the outstanding Total FIP Charge(s) will be added to the Amount Outstanding which will be payable in accordance with Clause 9. The Bank may, at its discretion charge a fee.
- 11.7 The provisions of Clause 2.6 shall apply to any Eligible Purchases subsequently converted into a FIP.
- 11.8 The Bank may at any time and without any prior notice or liability to the Cardholder, vary or terminate the FIP. However, any such variation or termination shall not affect FIPs agreed prior to the date of such variation or termination.

12. Credit Shield Plus

- 12.1 Credit shields benefits are set out in the Summary of Cover section.
- 12.2 The monthly premium for HSBC Credit Shield Plus will be added to the Amount Outstanding and the Minimum Amount Due on the Card Account.
- 12.3 The Cardholder may cancel the HSBC Credit Shield Plus by giving notice to the Bank, such notice shall be effective from the next Billing Period for the Card. Once cancelled, Cardholder can join in again, after a waiting period of 90 days.
- 12.4 The Bank may cancel or amend the terms of the HSBC Credit Shield Plus or vary the monthly premium by giving notice to the Cardholder.

13. Credit Cover

- 13.1 The Cardholder will receive the benefit of HSBC Credit Cover further details of which are set out in the Summary of Cover section.
- 13.2 The monthly premium for HSBC Credit Cover will be added to the Amount Outstanding and the Minimum Amount Due on the Card Account.

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- 13.3 The Cardholder may cancel the HSBC Credit Cover by giving notice to the Bank, such notice shall be effective from the next Billing Period for the Card. Once cancelled, the HSBC Credit Cover cannot be reinstated.
- 13.4 The Bank may cancel or amend the terms of the HSBC Credit Cover or vary the monthly premium by giving notice to the Cardholder.

14. General

- 14.1 The Bank shall have the right at its absolute discretion to transfer, assign and sell in any manner, in whole or in part any Cardholder's Amounts Outstanding. The Cardholder hereby authorises the Bank to appoint Collection Agents for recovery of outstanding amounts. The Cardholder shall pay all the costs of collection of dues, legal expenses and outstanding amounts with interest, should it become necessary to refer the matter to a collection agency or to a legal recourse to enforce payment.
- 14.2 Whenever required by the Bank, the Cardholder shall furnish data concerning his/her financial position to the Bank. The Cardholder further authorises the Bank to verify the 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.
- 14.3 The Cardholder authorises the Bank to disclose information concerning the Cardholder and Supplementary Cardholder or the Cardholder's and Supplementary Cardholder's Card Account to such persons as the Bank may see fit, including the Central Bank, any Credit Bureau or other Banks or financial institutions where the Cardholder has failed at any time to pay sums when due.
- 14.4 The Cardholder irrevocably agrees that the Bank may at its discretion and for any purpose (including for the purpose of fraud prevention, audit, the provision of services by any third party, debt collection, or if required by any competent government or regulatory body) share any information, details or data relating to the Cardholder or the Cardholder's transactions with any member or associate member of the HSBC Group of Companies, any competent government or regulatory body or any 3rd party service provider.
- 14.5 The Cardholder irrevocably agrees that the Bank may transfer or subcontract the provision of any part, of the services provided to the Cardholder to any third party including to another member of the HSBC Group whether or not that third party operates in another jurisdiction or territory. The Bank shall remain liable to the Cardholder for any recoverable loss or damage incurred or suffered by the Cardholder as a result of the negligence, breach or default, of any such third party, and will require that any such third party to maintain the confidentiality of any such information to the same extent as the Bank.
- 14.6 Information about Cardholders may be processed offshore, in the United Kingdom or elsewhere.
- 14.7 Cardholder telephone calls may be recorded and retained by the Bank.
- 14.8 The Cardholder hereby authorises the Bank to, without notice, combine or consolidate the Amount Outstanding on the Cardholder's Card Account with any other account which the Cardholder maintains with the Bank and set-off or transfer any monies standing to the credit of the Cardholder's other accounts in or towards satisfaction of the Cardholder's liability to the Bank under these Terms & Conditions.
- 14.9 This Agreement supersedes any similar agreement with the Bank in connection with the issue or use of Card(s), such agreement being hereby cancelled.
- 14.10 The Bank reserves the right at all times to vary or amend the foregoing Terms & Conditions or to introduce new Terms & Conditions. Any such variations or amendments will become effective and binding on the Cardholder upon notification to the Cardholder by any means the Bank deems fit. If the Cardholder is unwilling to accept any such variations or amendment, the Cardholder must return the Card along with Supplementary Card(s) to the Bank for cancellation. The Cardholder will indemnify the Bank (not with standing any termination of this Agreement) against Card Transactions of these Card(s) prior to the return of the Card and any Supplementary Card(s) to the Bank.

**Gold Credit Card**

- 14.11 The Bank shall not be liable for any loss suffered by the Cardholder if the Bank is prevented from or delayed in providing the Cardholder with any banking or other service due to strikes, industrial action, failure of power, supplies or equipment, or causes beyond or outside its control.
- 14.12 The Cardholder will continue to be liable for finance charge and other charges if for any reasons set out in clause 13.11 the Bank is unable to produce or send the Cardholder a statement of account.
- 14.13 The Bank may, in its absolute discretion, offer additional services or products to the Cardholder at no additional cost to the Cardholder. Details of any such additional services will be notified to the Cardholder in any way the Bank deems appropriate including, but not limited to, the welcome pack, at any branch of the Bank or on the Bank's website. The Bank may amend or withdraw any such additional service at any time by giving 30 days written notice to the Cardholder.