

Terms & Conditions

HSBC  PREMIER

Operation of the Account

1. The Terms & Conditions set forth herein govern all transactions between HSBC Bank Middle East Limited in the United Arab Emirates and the person or persons signing the Premier Account Opening Form. Signature by the Customer on the Premier Account Opening Form shall constitute acceptance of the Terms & Conditions herein, as amended from time to time. These general Terms & Conditions are applicable to each and every account held by the Customer irrespective of any special conditions agreed by the Customer in relation to any individual accounts.
2. The Customer shall not allow any account to become overdrawn except with the prior written approval of the Bank. Without prejudice to the foregoing, the Customer shall pay interest on any overdraft at the rate or rates determined by the Bank from time to time calculated on the daily debit balance on any overdrawn account. Interest shall be debited to the account at the end of each month or at such other intervals as the Bank may decide from time to time. The Customer shall repay any overdraft together with all interest and other charges immediately upon demand by the Bank.
3. For Current Accounts, the Bank may at its discretion issue the Customer with a cheque book. Cheque books will be directly couriered to the Customer or held at the Customer's branch for collection. The Customer shall exercise due care when drawing any cheque and shall be bound by the conditions as may be amended from time to time, printed on the inside front cover of the cheque book. The Bank shall not be held liable for inadvertence or oversight in the payment of a future value-dated cheque or its failure to act on a Stop Payment Order. If within a twelve month period the number of cheques returned (due to insufficient funds) equals or exceeds the limit from time to time set by the UAE Central Bank, the Bank will close the account, collect from the Customer any unissued cheques and report the name of the Customer and returned-cheque details to the UAE Central Bank Risk Bureau.
4. The Bank will periodically send the Customer a statement in respect of the Account-monthly for Current Accounts and Statement Savings Accounts unless otherwise agreed with the Customer. Statements will be mailed or held at the Customer's branch for collection. It is the responsibility of the Customer to check the accuracy of the statement and notify the Bank of any errors therein within 30 days of the date of such statement. No claim whatsoever, about the incorrectness of any entry in the statement shall be entertained after this 30-day period. The Bank shall not be held liable for any other claim which may arise from this service to the Customer.

5. The Bank shall be entitled without reference to the Customer to debit the Account in respect of all expenses, taxes, duties and any charges contained in any relevant tariff or agreement including without limitation, all charges for dishonoured cheques, stopped cheques and interest on any debit balance (whether authorised or not). The Bank reserves the right to levy a service charge if any qualifying Balances on any account fall below the required minimum during a calendar month, as determined by the Bank from time to time.
6. Deposits and withdrawals may be made at any branch of the Bank in the United Arab Emirates subject to production of satisfactory evidence of identity, or at any on-site or off-site Automated Teller Machine (ATM) of the Bank by use of the Bank's ATM Card, subject to availability of the deposit option on a particular ATM.
7. Save for any withdrawal made pursuant to Clause 6 above for Savings Accounts, the account holder must be present in person to make cash withdrawals and must give his instruction on the printed form supplied by the Bank. No withdrawals may be made by cheque or other instruments. The Bank recognises no owner of a deposit other than the person/persons in whose name/names the account has been opened. The funds in an account are not assignable by any process whatsoever.
8. The Customer accepts all costs, expenses and risks whatsoever in connection with any account denominated in a foreign currency including without limitation, any legal or regulatory restrictions, international or domestic, affecting the Bank, and the Bank shall not be liable for any loss or delay pursuant thereto. Withdrawals in foreign currency notes shall be subject to their availability at the Bank's branch. The Bank reserves its right to charge the Customer commission on cash deposits or withdrawals to/from foreign currency accounts if such deposits or withdrawals are in the same currency as the account. Conversion from one currency to another shall be at the Bank's rate of exchange as determined by the Bank from time to time.
9. The Bank is authorised to debit and charge to the account all cheques, orders and payments (other than orders and payments governed by Clause 15 of the section headed Electronic Banking) duly signed in accordance with the current signing authority or authorities provided to the Bank by the Customer, whether or not such account is in credit and whether or not such account is or may become overdrawn, or an existing overdraft in the account is increased as a consequence thereof, without prejudice to the Bank's right to refuse to extend such overdraft to the Customer.
10. All payment orders, exchange operations and sales or purchase of securities undertaken by the Bank on behalf of the Customer shall be at the risk and expense of the Customer. Neither the Bank nor any of its agents shall be liable for any

- error, omission, mutilation, interruption or delay occurring in their transmission.
11. Acting only as the Customer's collection agent, the Bank may agree to accept, but without assuming any responsibility for their realisation, cheques, bank drafts, and other similar payment instruments for deposit, provided they are made out in favour of the Customer or endorsed to their order. For this purpose, the Bank's offices, correspondents or other agents appointed by the Bank shall be deemed to be the Customer's agents.
 12. The Bank or its agents shall not be held liable for the loss, mutilation or dishonour of a cheque or other instrument or for failure to credit, late presentation, granting time, any delay in crediting the account or non-payment and return of cheques or other instruments. Proceeds of cheques or other instruments shall not be available for withdrawals until collected by the Bank. The Bank reserves the right to debit any account or demand payment from the Customer for any amounts exceptionally credited or credited subject to confirmation and realisation, which are subsequently unpaid.
 13. The Bank shall not be liable or responsible for failure to give notice of non-payment or dishonour of any cheque, or for any claims, losses or expenses which may arise as a result of returning a dishonoured cheque, whether by ordinary or registered mail or any other means. The Bank reserves the right to debit the account with the amount of any cheque which was drawn or endorsed in favour of the Customer (whether or not the cheque is drawn on the Bank, its branches, affiliates or subsidiaries) that has been credited to the account and is subsequently unpaid, whether or not the cheque itself can be returned.
 14. The rate of interest payable on Term, 31-day Call Deposit and Savings Accounts and/or any other form of account(s) that the Bank may offer from time to time, shall be available at the Bank's branches and shall be subject to change without notice. The Customer shall retain the amounts of Term Deposits with the Bank until the maturity of individual deposits. The interest on each Term Deposit is payable only upon maturity of the relevant deposit. The premature withdrawal of a Term Deposit shall render the deposit subject to a lower rate of interest and a fixed premature withdrawal charge. Interest on Savings Accounts is calculated on the least available balance at the end of the month and shall be credited to the account every six months (July & January) in arrears. Interest on Call Deposits is calculated on the daily cleared balance and shall be credited to the account every month in arrears.
 15. In respect of Joint Accounts, the liability of each person identified as one of the account holders shall be joint and several and every agreement and undertaking herein shall be construed accordingly and the liability of any one such person

- hereunder to the Bank shall not be discharged or affected in any way (a) by reason of invalidity, voidability or unenforceability as regards any other such person or any security which the Bank may hold in respect of the account or any part thereof or (b) by the Bank's releasing, discharging, compounding with or varying the liability hereunder of, or making any other arrangement with, any other such person.
16. The Bank may at any time liquidate any investments and apply any credit balance to which the Customer is entitled on any account with the Bank, in satisfaction of any indebtedness of the Customer at any time, to the Bank, and all accounts of the Customer with any branch of the Bank (including any indebtedness of the Customer which has been assigned to the Bank by another member of the HSBC Group) shall be treated as one combined account for this purpose. The Bank is authorised to purchase with the monies standing to the credit of any such account such other currencies as may be necessary to effect such application.
17. All securities, bills, credit balances, deposits and bank notes in any currency, documents, gold or other property of any nature, which are held in the name of the Customer by the Bank, in any of its branches, or which may come into the possession of the Bank, shall be so held as security for the payment of any amount due to the Bank together with all interest and other charges arising under the account or otherwise. The Bank shall have the first right to set-off or block such security against the Customer's indebtedness, of whatever nature. The Customer waives the right to interpose any counter-claim or set-off a litigation of any nature or description between the Bank and the Customer.
18. In the event of death, incapacity, dissolution, insolvency or bankruptcy (or other analogous event or proceedings) of the Customer (or in the case of a Joint Account any person identified as one of the account holders) the Bank shall not be liable for any loss pursuant to such which may arise from any dealings on the account unless and until the Bank has received written notice of the same together with satisfactory documentary evidence as determined by the Bank. In such circumstances, the Bank shall suspend all dealing on the account until a duly appointed officer has, in the opinion of the Bank, been suitably empowered to deal with the account.
19. The Bank shall not be liable to the Customer for any loss, damage or delay attributable in whole or part to action by any government or government agency or other force majeure including, without limitation, strikes, industrial action, equipment failure or interruption of power supplies provided that the Bank shall endeavour to give notice generally to its customers of any anticipated delays by notice in its branches.
20. These Terms & Conditions create legally binding obligations on the Customer that do not contravene other contractual or legal

- obligations of the Customer.
21. No failure by the Bank to exercise, nor any delay by the Bank in exercising any rights or remedy shall operate as a waiver thereof. Nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof, or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
 22. Each of the provisions herein are severable and distinct from the others, and if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.
 23. The Customer may close the account by giving prior notice at any time to the Bank after payment of all monies due to the Bank at the time of such closing of the account. The Bank may close, freeze or suspend dealings on the account after deduction of all monies due to the Bank at the time of such closing of the account and cease the acceptance of funds for the credit of the account, without prior notice to the Customer and without giving any reason and without breach of duty to the Customer either at the Bank's own instance or at the instance of any court or administrative order.
 24. Any demand or communication made by the Bank shall be in writing and made at the correspondence address of the Customer indicated in the Premier Account Opening Form (or such other address as the Customer shall notify to the Bank in writing from time to time) and shall be deemed to have been served on the date of posting. The Customer shall advise the Bank without delay of any change in address mentioned in the documents submitted to the Bank.
 25. These Terms & Conditions shall be governed by and construed in accordance with the laws of the Emirate in which the branch of the Bank, that you are a Customer of, is located and the applicable federal laws of the United Arab Emirates. Any claim or dispute arising from the relationship between the Bank and the Customer or otherwise shall be subject to the jurisdiction of the civil courts of the Emirate in which the branch is situated, but without prejudice to the Bank's general right to take proceedings, where necessary, in any court whatsoever.
 26. The Customer hereby authorises the Bank to respond, at its sole discretion, to any and all enquiries received from any other bankers (including, without limitation, bank references), concerning any and all accounts of the Customer with the Bank, without reference to the Customer. The Customer further authorises the Bank to disclose any information regarding the aforementioned accounts to other members, associates or agents of the HSBC Group.

For Clean Bills Purchased / Travellers Cheques

27. In the event of any of the Customer's cheques or other instruments being unpaid for any reason whatsoever or being returned any time in the future although previously advised as paid and whether purchased by the Bank or sent for collection, the Customer must refund the amount together with any expenses incurred and the Customer authorises the Bank to debit such amount and expenses to any account they may have with the Bank or any branch of the Bank. Collections are subject to the Uniform Rules for Collections, International Chamber of Commerce Publication No. 522 or to mandatory applicable law in the state of collection. The Bank reserves the right to either purchase or send on collection the cheque(s)/ draft(s), submitted by the Customer.

Electronic Banking Services

1. The Terms & Conditions set forth herein govern all transactions performed by the Customer by the Bank's ATM Card and Personal Internet Banking Service and are in addition to any other agreement(s) / account Mandate documentation. The transactions performed by Personal Internet Banking, (the Bank's Global Electronic Financial Service System) are also subject to the Personal Internet Banking Terms & Conditions.

2. The ATM Card shall at all times remain the property of the Bank and the Customer shall surrender the ATM Card to the Bank immediately upon request. The Bank may with reasonable justification withdraw at any time all rights and privileges pertaining to the ATM Card / Personal Internet Banking.
3. The Bank is authorised but not obliged to act on any instructions given by Personal Internet Banking which the Bank believes in its sole discretion emanate from the Customer, and which are accompanied by the use of the PBN and internet password. The Bank shall be under no duty to verify the identity of any person giving instructions through Personal Internet Banking purportedly on behalf of the Customer.
4. The ATM Card and PIN are issued to the Customer entirely at the Customer's risk, and the Bank shall bear no liability whatsoever for any loss/damage arising from the issue to the Customer of the ATM Card, Personal Internet Banking and respective PINs however caused unless the cause is the result of an act or error of the Bank.
5. The Customer shall at all times remain liable for any transactions made by use of the ATM Card or Personal Internet Banking service and shall indemnify the Bank for all loss/damage however caused by any unauthorised use of the ATM Card or PIN or Personal Internet Banking.

6. Without prejudice to the provisions of Clause 4, the Customer shall exercise every possible care to prevent the ATM Card and details of the PIN being lost or stolen and shall notify the Bank immediately and confirm in writing any loss or theft. The Bank cannot be held responsible in case a lost or stolen ATM Card / PIN is used prior to receipt of written notice of loss.
7. The Bank's record of transactions processed by the use of the ATM Card / Personal Internet Banking service shall be conclusive and binding for all purposes and acceptable as documentary evidence.
8. The Bank shall debit the Customer's account with the amount of any withdrawal/transfer effected by use of the ATM Card / Personal Internet Banking service. The Bank will permit (a) withdrawals by ATM, (b) Personal Internet Banking transfers and third-party payments up to a daily limit as determined from time to time by the Bank at its discretion. Transactions which are effected in currencies other than the domestic currency of issuance will be debited to the Customer's account after conversion into the domestic currency of issuance at the prevailing exchange rate as determined by the Bank on the day of conversion.
9. The Bank shall debit the Customer's account with all expenses arising from the issue of the ATM Card as may be announced by the Bank from time to time and any replacement thereof.
10. Cash withdrawals performed in countries other than that in which the ATM Card was issued will be subject to a cash withdrawal fee as may be announced from time to time by the Bank.
11. The Customer shall not disclose the PIN to any other person without the prior written consent of the Bank.
12. The Customer shall not be entitled to overdraw the account with the Bank or to withdraw/transfer funds by use of the ATM Card / Personal Internet Banking service in excess of any overdraft limit agreed with the Bank.
13. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction/failure of the ATM Card or ATM arising out of the Customer's mistake, the temporary insufficiency of funds in such machines or otherwise howsoever.
14. The Bank shall not be liable for any loss however caused due to the unavailability of the Personal Internet Banking service.
15. Any cheque(s) deposited shall be accepted for collection and the proceeds shall not be available to the Customer until the cheque(s) has/have been cleared and the proceeds paid to the Bank by the paying bank and credited to the Customer's account.
16. In the case of a Joint Account, each customer shall be jointly and severally responsible for all transactions processed by the

- use of the ATM Card(s) issued to one or more of them, notwithstanding any stipulation, which may have been made in the Account Opening Mandate completed by them, requiring all parties to the account to sign.
17. The Bank shall be entitled to immediate return of the ATM Card in the event of the Customer's death, bankruptcy, liquidation or closure of the account.
 18. No Personal Internet Banking services shall be available in relation to any account where more than a single signatory is required.
 19. Any conversations as part of the Telephone Banking services with personal banking representatives are recorded and retained by the Bank. By registering for the service the Customer hereby consents to the recording of the conversations.
3. The Bank may place to the credit of any account in joint names all amounts, including dividends, interest and capital sums arising from securities or proceeds of cheques or bills received or collected by the Bank for the credit of any of the Joint Account holders.
 4. The Bank may honour and comply with all cheques, promissory notes and other orders drawn and all bills accepted on behalf of the Joint Account holders, whether the Current Account be in credit or overdrawn, to comply with all directions given for or in connection with any account or accounts of any kind whatsoever on behalf of the Joint Account holders. It may accept and act upon all receipts for monies deposited with or owing by the Bank on any account or accounts in the Joint Account holder's names provided that such cheques, promissory notes, orders, bills, direction or receipts are signed in accordance with the Mandate other than orders or instructions governed by Clause 15 in the section headed Electronic Banking Services.
 5. The Bank may issue ATM Cards to each of the Joint Account holders on application provided the relevant application form is signed by the Joint Account holders in accordance with the Mandate.
 6. The Bank may make on request in accordance with the Mandate any advance to the Joint Account holders by way of loan or overdraft or discount or in any manner howsoever, with

Mandate (Joint Accounts only)

1. The Mandate for the operation of Joint Accounts is made up of the provisions in this section. The Signing Instructions which form part of the Mandate are contained in the application form.
2. The Bank may open or continue (as the case may be) any account or accounts at any branch of the Bank in joint names as directed, and close any accounts so opened or continued or subsequently opened as directed in each case in accordance with the Mandate.

- or without security.
7. The Bank may deliver upon instructions given in accordance with the Mandate any securities, deeds, boxes and articles and their contents, and property of any description held in joint names.
 8. Subject to the Bank's discretion, the Bank may accept instructions given in accordance with the Mandate, or any Stop-Cheque Instruction where one of the Joint Account holders has lost a cheque, or in any circumstances in which it shall be allowed by law and agreed by the Bank. Provided the Joint Account holders have provided to the Bank an indemnity in such form as the Bank may require.
 9. In the absence of any written instructions to the Bank to the contrary given in accordance with the Mandate, all accounts subsequently opened shall be operated and dealt with upon terms set out above in so far as the same may be applicable.
 10. The Joint Account holders agree that any liability whatsoever incurred to the Bank by any of the Joint Account holders in respect of the foregoing shall be joint and several.

Standing Instructions

1. The Customer shall ensure sufficient funds are retained in the account to enable the Bank to meet any Standing Instruction on the account on the due date.
2. The Bank reserves the right to determine the priority of any

Standing Instruction against cheques presented or any other existing arrangements made with the Bank.

3. If any Standing Instruction is inactive for two consecutive months or is rejected for insufficient funds in the account, the Bank may terminate the Standing Instruction without any advice to the Customer.
4. The Bank may terminate any Standing Instruction as to future payments at any time after being advised by the beneficiary/beneficiaries of that Standing Instruction that no further payment is required.
5. A nominal charge will be levied for the initial setting-up or amendment of a Standing Instruction. This charge does not include the incidental postage, stamp duty and/or telex charges which may also be applicable as per the Bank's Standard Tariff of Charges in force from time to time. The Bank may also at its discretion levy a charge on each Standing Instruction payment not effected for lack of funds.
6. If the account has insufficient funds the Bank is not obliged to advise the Customer. It may nevertheless exercise its discretion to remit payment under the Standing Instruction, in which case the Customer must cover the overdraft immediately, or in the alternative, may or may not choose to execute the Standing Instruction at a later date.
7. Any amendments or cancellations will not be effective unless received by the Bank at least one week before the next activation

- of the Standing Instruction.
8. Neither the Bank nor its branches, correspondents or agents are responsible for any loss, delay, error or omission arising out of any mode of communication used for effecting transfers under Standing Instructions.
 9. Amounts paid by the Bank in respect of variable payments reflect the amount recorded by the Bank's computer system as having been entered by the Customer, subject to the maximum limit in force at the time.

Telegraphic (SWIFT) Transfers / Demand Drafts

1. In the absence of any specific instructions to the contrary, any Telegraphic (SWIFT) Transfer will be effected in the currency of the Country in which payment is to be made.
2. All charges incurred outside the UAE are for the account of the beneficiary, unless specified by the Customer otherwise, in which case the Bank may debit such fee, as authorised from time to time, to the Customer's account.
3. The Bank reserves the right to draw this Telegraphic (SWIFT) Transfer at a different place from that specified by the remitter if operational circumstances so require.
4. A Telegraphic (SWIFT) Transfer is dispatched entirely at the Customer's own risk.
5. It is understood that neither the Bank, nor the Bank's branches, correspondents, or agents are responsible for any

loss, delay, error, omission, or mutilation arising from the transmission of cables, telegrams or communications by electronic systems.

6. Telegraphic (SWIFT) Transfers will be effected with SPOT value (two business days after the deal date). Application for same-day value will be handled at the discretion of the Bank's Management as this is subject to the time the application is received, as well as the cut-off time which applies in the Country to which funds are remitted.
7. The Bank or its correspondents are not responsible for any delay, mistake or omission caused by the Telegraphic or Postal Authorities, and in the event that the draft is lost or stolen, the Bank will not be liable to make any refund.

Authorisation and Indemnity For Telephone and Facsimile Instructions

1. Notwithstanding the terms of the Mandate or of any future Mandate or other agreement or course of dealing between the Bank and the Customer in respect of an account, the Bank is hereby authorised 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 the Customer (the 'Instructions') by telephone or facsimile transmission without any enquiry on the Bank's part, including (without prejudice to the generality of the foregoing), enquiry

- 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.
2. The Bank shall be entitled to treat the Instructions as fully authorised by and binding upon the Customer, 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 Customer to any agreement or other arrangement with the Bank or with any other person, or to commit the Customer 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.
 3. The Bank is not obliged to accept or act upon any Instructions which include the following:
 - Change in Mandate
 - Change to authorised signatories
 - Power of Attorney to another person/entity
 - Closure of account(s) and transfer of the remaining balance by any means.
 4. In consideration of the Bank acting in accordance with the terms of this authorisation the Customer 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 any Instructions.
 5. 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 Customer in accordance with the terms of the Mandate, save that such termination will not release the Customer from any liability under this authorisation and indemnity in respect of any authorisation and indemnity prior to the expiry of such time.

General

1. The Bank reserves the right to vary any of these Terms & Conditions. Customers will be notified of changes by mail or by display at the Bank's branches. Use of the ATM Card / Telephone Banking service / Personal Internet Banking service / Credit Card after the date upon which any changes to these Terms & Conditions are to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Customer of such changes provided that the Customer shall have been notified thereof before such use. Any notice hereunder sent by post will be deemed to have been received by the Customer within 7 days of posting to the address last notified in writing to the Bank by the Customer. Publication of change by such means as the Bank may consider appropriate will constitute effective notice to the Customer.
2. The Bank may in its sole discretion withdraw Customers' 'Premier' status and all rights and facilities attached to that status in the event that the Customer fails to meet the 'Premier' criteria at any time.
3. The Customer irrevocably agrees that the Bank may at its absolute discretion:
 - (a) Transfer, assign or sell in any manner, in whole or in part, any debt owed by the Customer to the Bank to another entity, whether another member of the HSBC Group or otherwise and whether or not in the same jurisdiction.
 - (b) Appoint another member of the HSBC Group of Companies to act as agents for the purposes of collecting any debt owed by the Customer to the Bank including appointing debt collection agents, and the Customer agrees to pay all costs incurred in such recovery including the costs of the collection agents.
 - (c) 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 Customer or the Customer's transactions with any member or associate member of the HSBC Group of Companies or debt collection agent.
 - (d) The Customer irrevocably agrees that the Bank may transfer or sub-contract the provision of any part of the services provided to the Customer 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 Customer for any recoverable loss or damage incurred or suffered by the Customer as a result of the negligence, breach or default of any such third party, and will require that any such third party maintain the confidentiality of any such information to the same extent as

- the Bank.
4. Information about customers may be processed offshore, in the United Kingdom or elsewhere.
 5. Customers wishing to complain about the standard of service provided by the Bank or about a possible Bank mistake should notify the Bank as soon as possible. The Bank will investigate the complaint and where appropriate, take steps to remedy the situation and prevent a recurrence. Complaints should be addressed to the manager of the Customer's branch or the manager of the department in question.

Global Services

Section 1 – List of Services

(a) EMERGENCY SERVICES – MasterCard®

1.1 Lost/Stolen ATM / Credit Card Reporting

Lost/Stolen Card Reporting (LSR) is a service provided through MasterCard® Global Service which enables HSBC Premier

Customers to report a Card lost or stolen.

An HSBC Premier Customer may contact the Global Service Assistance Centre where a Global Service Representative (GSR) takes the necessary information from the Customer to report the card lost/stolen. The GSR assists the Customer in identifying their issuer if the account number is unknown, and other information such as: Customer name, Cardholder type, date and location of loss or theft and verification of security information. The GSR attempts to notify the Bank of the missing Card within 15 minutes of the report being taken. If the Bank is not available the GSR will continue to contact the Bank every 2 hours until the report is fully transmitted.

1.2 Emergency ATM / Credit Card Replacement

Emergency Card Replacement (ECR) is a service provided through MasterCard® Global Service, which enables Customers to receive a temporary replacement Card for use until a permanent Card arrives from the Bank. An HSBC Premier Customer contacts the Global Service Assistance Centre and where a Global Service Representative (GSR) collects pertinent customer information such as: name, billing address, current address, old account number and security information. The GSR then contacts the Bank for approval and a new ECR number. This data is communicated via a secure

modem through the MasterCard® distribution system yielding a replacement card at an embossing centre in Singapore, the United States, Germany, or any of the replacement centres located in key cities worldwide. The replacement Card will be delivered to the Customer the following business day after the Customer reports the loss. But the Bank is not liable for any loss the Cardholder may suffer if the Bank is unable to deliver the replacement Card within this time limit.

1.3 Emergency Cash Advance

Emergency Cash Advance (ECA) is a service provided through the Global Service Assistance Centre, which enables HSBC Premier Customers to obtain cash in the event of an emergency. An HSBC Premier Customer contacts the Global Service Assistance centre where a Global Service Representative (GSR) collects the pertinent Customer information such as name, billing address, current address, old account number, and security information. The GSR will first assist the customer in obtaining an ECA directly from a Bank branch during local business hours when a local branch is convenient to the Customer's location. If an HSBC location is not available, the GSR will contact the Bank for approval and for the amount of the ECA (up to a maximum of USD 1,000) a new Customer number and an authorisation number of the cash transaction. The GSR then coordinates a

convenient pick-up location at one of Western Union's 50,000 locations globally and arranges the cash advance.

(b) EMERGENCY SERVICES – HSBC

1.4 Emergency Encashment Service

The Bank may offer a Customer access to their money by debiting their account, at any of the Bank's cash-holding branch/outlets around the world, when all other encashment options such as ATM withdrawal or credit advances have been exhausted. A Premier Customer can obtain up to USD 1,000 immediately without referral to their Account-Holding Country providing they can be identified. Amounts in excess of USD 1,000 must be authorised by the Account-Holding Country.

Section 2 – Procedures

Geographic Coverage

MasterCard® and HSBC Emergency Services will be provided to HSBC Premier Customers whenever Premier Customers are travelling outside outside their country of permanent residence.

Section 3 – General Exclusions

Force Majeure

The Global Services Assistance Centre shall not be responsible for delays or failures to provide assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot, civil commotion, administrative or political impediments, or radioactivity, or any other event of force majeure which prevents the Global Assistance Centre from providing such assistance.

Credit Cards

1. Issuing of Cards

- 1.1 Credit Cards are issued by the Bank in the Country where the Bank is located, as specified below:
United Arab Emirates – P.O. Box 500368, Dubai, UAE.
Tel - Toll - free within the UAE (24-hour): 800 4320
& from outside the UAE (call collect): +971 4 224 1000
- 1.2 The Credit 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 Credit Card.
- 1.3 Use of the Credit Card is restricted to the Cardholder and subject to these Terms & Conditions; the Credit Card remains valid until the date of expiry stated on the Credit Card.
- 1.4 The Cardholder must not permit any other person to use the Credit Card, and must at all times safeguard the Credit Card and any Personal Identification Number (the PIN) issued and keep it under their personal control.

- 1.5 The Bank will maintain an account in the name of the Cardholder in respect of the Credit 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 Credit 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 Credit Card or Credit Card number shall be charged. A statement of amounts so charged will be sent to the Cardholder at their last known address, and any such statement shall be deemed to have been received by the Cardholder 4 days after dispatch by the Bank.
- 1.6 The Bank may issue Supplementary Credit 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 Credit Card(s) and the term the 'Credit Card' shall whenever applicable include such Supplementary Credit Card(s). The Cardholder shall be bound by and be liable for the use of any Supplementary Credit Card(s). The Supplementary Cardholder is not permitted the use of an 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 Credit Card(s) at any time, and seek the return of Supplementary Credit Card(s) issued to the Supplementary Cardholder. The Cardholder and Supplementary Cardholder(s) will be jointly and severally liable for all Credit Card Transactions effected by any Supplementary Credit 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 Credit Card and for all related charges hereunder, notwithstanding the termination of this Agreement.
- 2.2 The Cardholder must sign a Sales Slip, Cash Advance Slip or Mail Order Coupon whenever the Credit Card is used by the Cardholder and should preserve a copy of the same. Copies of 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 after 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 Credit Card transactions will be charged to the Credit Card Account in the currency of the Country or US Dollars (collectively referred to as the Billing Currency) as advised by the Bank. Credit Card transactions which are effected in currencies other than the Billing Currency will be debited to the Credit 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 Credit 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 Credit Card at any ATM that accepts it, (the Bank's record of transactions processed being conclusive and binding for all purposes); hereby authorises the Bank to debit the Cardholder's Current or Savings Account as specified in the Credit Card application (the Nominated Account) or the Credit Card Account with the amount of any withdrawal or transfer effected by the use of the Credit Card with or without the Cardholder's knowledge or authority.
- b) The Bank's record of transactions processed by the use of the Credit Card at an ATM shall be conclusive and binding for all purposes.
- c) The Cardholder shall not be entitled to overdraw the Nominated Account or Credit 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 Credit Card or ATM arising from 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 Credit 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 Credit Card Account.
- 2.5 The Cardholder must notify the Bank in writing at the address stated in paragraph 1.1 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 Credit 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 Credit 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 Credit Card.

2.10 The Cardholder must not use the Credit Card for any unlawful purposes, including the purchase of goods or services prohibited by the law in UAE.

3. Air Miles

3.1 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.

3.2 The following persons shall not be eligible for Air Miles:
a) Cardholders who hold Private Label Cards issued by the Bank.

b) Any Cardholder of a personal Credit Card with any payment overdue for 90 days or more or who is otherwise in breach of the Card Terms & Conditions. During any such period no

- further Air Miles shall be credited. The award of Air Miles accruing during any period where the Cardholder is in breach as above will be credited once any such overdue sums have been repaid or the breach has been remedied to the satisfaction of the Bank.
- 3.3 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 1 debited to the Credit Card Account in relation to Eligible Transactions completed after the Start Date, rounded in accordance with the Bank's procedures.
- 3.4 Eligible Transactions shall include:
- a) The amount debited to the Credit 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) Any eligible balance transferred to the Credit Card Account.
 - c) Utility bill payments.
 - d) Such other transactions as the Company and the Bank may agree to admit for eligibility from time to time.
- 3.5 The following transactions will not be eligible for the award of Air Miles:
- a) Cash advances and transactions carried out through Automated Teller Machines.
 - b) The purchase of travellers cheques.
 - c) Finance and other fees or charges.
 - d) Credit Card repayments.
- 3.6 Where the Cardholder successfully disputes any transaction for which Air Miles have been awarded, those Air Miles shall be debited. Where the relevant Credit Card Account has been closed, the debited Air Miles may be debited from any other Air Miles held by the Cardholder.
- 3.7 Air Miles accruing from Eligible Transactions by a Supplementary Cardholder shall be credited to the Cardholder's Air Miles.
- 3.8 The Bank may at its discretion and after notification in accordance with Clause 3.4, change the types of transactions that are Eligible Transactions.
- 3.9 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.

- 3.10 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.
- 3.11 Air Miles cannot be exchanged for cash, credit, or used for the payment of any fees or charges payable to the Bank.
- 3.12 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.
- 3.13 The Bank gives no warranty or guarantee as to the quality, condition or suitability of any goods or services provided on redemption.
- 3.14 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.
- 3.15 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.
- 3.16 The Bank may, by giving notice to Cardholders by such method as it shall decide, vary these Terms & Conditions, or modify, suspend or withdraw the Air Miles programme.
- 3.17 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.
- 3.18 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 or trade-related transactions. The Bank may debit such additional fees and charges to the Card Account.

5. Unauthorised Transactions

- 5.1 The loss or theft of a Credit Card must be reported to the

Bank's Card Services Department or the Global Service Assistance Centre. A police report must also be made of the lost/stolen Credit Card and a copy sent to the Bank if there is suspected misuse. The Cardholder will be responsible for all Credit 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 Credit Card to the Bank's Card Services Department, 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 Credit 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 Credit Card and/or any Supplementary Credit Card(s). If the Cardholder recovers the Credit Card, he/she shall report the matter to the Bank and the police and immediately hand over the recovered Credit Card to the Bank's Card Services Department in the Country for destruction. The Cardholder must not make any attempt to use the Credit Card.

- 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 Credit 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 Credit Card for any lost or stolen Credit Card which shall be issued under the same Terms & Conditions as the original Credit 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 Credit 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 Credit Card Account which must not be exceeded without prior agreement.
- 6.2 If a Cardholder exceeds the assigned credit limit without prior agreement the Bank may at its discretion cancel the Credit 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 Credit 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 Credit Card and for any Supplementary Credit 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 Credit 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 A Credit 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 previous Billing Periods.
- 8.2 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, 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 Credit Card Account after clearance.
- 8.3 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.
- 8.4 Without prejudice to the payment of the finance charge referred to in the 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 a rate to be determined by the Bank and notified to the Cardholder from time to time.
- 8.5 Where payment is made by cheque the Cardholder should allow 5 business days for the cheque to clear.
- 8.6 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 Instructions 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.
- 8.7 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 a 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.
- 8.8 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.
- 8.9 Any Payments made by a Cardholder will be applied by the Bank in or towards payment of the Cardholder's liabilities to the Bank under these Terms & Conditions in such order as the Bank may decide.
- 8.10 The Bank reserves the right to amend the finance charges 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 the Credit 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.
- 8.11 Details of the finance charges and other charges applicable to the Credit 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.
- 8.12 The Cardholder acknowledges that the Bank may exercise its rights under Clause 9 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 Credit Card. The Cardholder may terminate the Agreement at any time by written notice to the Bank accompanied by the return of the Credit Card and of any Supplementary Credit Cards.
- 9.2 The whole of the Amount Outstanding on the Cardholder's Credit Card Account together with any outstanding amount incurred by the use of the Credit Card and/or Supplementary Credit Card(s) but not already paid or charged to the Cardholder's Credit Card Account shall become due and payable to the Bank on the termination of this Agreement. In the case of a deceased Cardholder or Supplementary Cardholder their estate will be responsible for settling any outstanding balances and other amounts due in respect of Credit 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 Credit Card(s) will immediately cease the use of such Credit 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 Credit Card remains the property of the Bank at all times and shall be returned to the Bank upon request, together with any Supplementary Credit Card(s) for which the Cardholder is liable.
- 9.5 Where this Agreement relates to the use of a Supplementary Credit Card, the Cardholder or the Supplementary Cardholder may terminate this Agreement (in so far as it relates to the use of the Supplementary Credit Card) by written notice to the Bank accompanied by the return of the Supplementary Credit Card. In both circumstances, the Agreement will remain in force until full payment of Credit Card Transactions and all amounts due under these Terms & Conditions effected by the use of the Supplementary Credit Card has been received by the Bank. Unless and until such termination takes place the Bank shall provide a renewal Supplementary Credit 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.
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10. HSBC Flexible Instalment Plan (FIP)

- 10.1 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 Credit Card Statement date. The Bank may, at its absolute discretion, agree to the Cardholder's request.
- 10.2 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 Credit Card Transaction into a FIP. Once agreed, the FIP Term cannot be changed. The Credit Card Statement will set out the FIP Monthly Payment Due and the remaining balance of FIP Monthly Payments.
- 10.3 The amount of credit available on the Credit Card Account shall be reduced by the aggregate amount of any total FIP Charges outstanding in relation to that Credit Card Account.
- 10.4 The first FIP Monthly Payment will be added to the Amount

Outstanding and the Minimum Amount Due on the Credit 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 have been repaid in full.

- 10.5 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.
- 10.6 If the Cardholder seeks to close the Credit Card Account prior to the end of any outstanding FIP Term, the outstanding Total FIP Charge 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.
- 10.7 The provisions of Clause 2.6 shall apply to any Eligible Purchases subsequently converted into an FIP.

- 10.8 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.
11. General
- 11.1 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 Credit Card or cancel the Credit Card forthwith.
- 11.2 The Cardholder authorises the Bank to disclose information concerning the Cardholder and Supplementary Cardholder or the Cardholder's and Supplementary Cardholder's Credit 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.
- 11.3 Cardholder telephone calls may be recorded and retained by the Bank.
- 11.4 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.
- 11.5 This Agreement supersedes any similar agreement with the Bank in connection with the issue or use of Credit Card(s), such agreement being hereby cancelled.
- 11.6 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.
- 11.7 The Cardholder will continue to be liable for finance charges and other charges if for any reasons set out in clause 11.6 the Bank is unable to produce or send the Cardholder a statement of account.
- 11.8 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.

Glossary of Terms

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 3.3 and available for redemption in accordance with Clause 3.9

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

Amount Outstanding - Total amount outstanding on the Card Account

ATM - Automated Teller Machine

Bank - HSBC Bank Middle East Limited

Billing Currency - The value of all Card Transactions charged to the Card Account in the currency of the Country or US Dollars

Billing Period - The end of each period when a Credit Card Account Statement will be sent to the Cardholder

Business Day - A day when banks are normally open for business in the UAE

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

Cardholder - The Person to whom the Card is issued

Card Transactions - The value of purchases of goods and services, cash advances, fees and charges effected by the use of the Card

Company - Rewards Management Middle East Free Zone LLC

Country - The Country where the account is opened and the Credit Card is issued

Credit Card - Each eligible Credit Card and Supplementary Card issued by the Bank operating in the Country

Customer - Person or persons signing the Premier Account Opening Form

Eligible Purchase - Purchase (excluding cash advances) by a Cardholder of such minimum amount as the Bank may from time to time determine made using a qualifying Card issued by the Bank

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

ECA - Emergency Cash Advance

ECR - Emergency Cash Replacement

FIP - HSBC Flexible Instalment Plan

FIP Interest Rate - Interest rate applicable to the FIP

FIP Monthly Payment - Total FIP Charge divided by the FIP Term

FIP Principal Sum - 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

FIP Term - Duration of the FIP expressed in the number of calendar months which the Bank in its absolute discretion may determine

GSR - Global Service Representative

Instructions - Instruction, demand or other communication which may from time to time be or purport to be given by telephone or facsimile transactions by the Customer or on their behalf

LSR - Lost/Stolen Card Reporting

Mandate - Rules governing the operation of the account between the bank and the customer

Minimum Amount Due - Minimum monthly payment due to be paid to the Bank, computed at a rate to be determined by the Bank and notified to the Cardholder from time to time. The Minimum Amount Due also includes any unpaid Minimum Amount Due from the previous Billing Period(s)

Nominated Account - Cardholder's Current or Savings Account as specified in the Card application

Payment Due Date - The date by which the payment must be made to the Bank

Person - An individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having a separate legal personality) or two or more of the foregoing and shall include its or their successors and heirs (as applicable)

PBN - Your 8-to-20 digit Internet Banking ID by which HBME identifies you

PIB - Personal Internet Banking, the Bank's Global Electronic Financial Service System

PIN - Personal Identification Number issued by the Bank

Statement Date - Statement generation date which appears on the Card Account Statement

Start Date - The date to be agreed by the Company and the Bank and to be announced by the Company

Total FIP Charge - Amount of the FIP Principal Sum plus the total FIP Interest