

## HSBC Amanah Balance Transfer Terms and Conditions

1. HSBC Amanah Malaysia Berhad Company No. 200801006421 (807705-X) is referred to as “**HSBC Amanah**”.
2. The HSBC Balance Transfer is open to Primary Credit Cardholders of the following HSBC Amanah Credit Card-i: HSBC Amanah Premier World MasterCard Credit Card-i and HSBC Amanah MPower Platinum Credit Card-i issued by HSBC Amanah in Malaysia.

(hereinafter referred to as the “**Participating Credit Card-i**”)

EXCEPT for the following categories of persons:

- i. Cardholder(s) of invalid or cancelled HSBC Amanah Credit Card-is and/or whose accounts are delinquent within HSBC Amanah’s definition at any time during application of the Programme; and/or
- ii. Cardholder(s) of company and/or corporate HSBC Amanah Credit Card-i.

(hereinafter collectively referred to as the (“**Eligible Cardholder**”)).

### Plan Offer

3. Balance Transfer (“**BT**”) is the transfer of the Eligible Cardholders’ **Outstanding Balance**<sup>1</sup> from other banks and/or financial institutions’ primary Credit Card-i account(s) licensed by Bank Negara Malaysia held by the Eligible Cardholders (“**Other Card Account(s)**”) to any of their approved Participating Credit Card-i up to 95% of the approved HSBC Amanah Credit Card-i Account credit limit minus any utilised amount (if any) subject to the Terms and Conditions herein.

<sup>1</sup>*Outstanding Balance is the balance on the Eligible Cardholders’ Other Card Account(s) which consist of the principal amount, management fees and other charges as shown in the latest corresponding Other Card Account statement(s). The outstanding balance amount transferred will hereinafter be referred to as “**BT Amount**”.*

### Participation Criteria

4. The Eligible Cardholder must apply for BT and fulfil the requirements set out below:
  - i. The Eligible Cardholder to complete and submit a BT application to HSBC Amanah via any of the following channels:
    - a. HSBC Amanah branch in Malaysia; or
    - b. HSBC Amanah Contact Centre at 03-8321 5200; or
    - c. HSBC Amanah Tele Marketing Team at 03-2059 9300; or
    - d. Online BT application via [www.hsbcamanah.com.my/bt](http://www.hsbcamanah.com.my/bt)
  - ii. and the Eligible Cardholder shall in his/her BT application select and confirm:
    - a. The BT Amount applied for in which the minimum amount in RM1000 (“Minimum Prescribed Amount”) and the BT amount must be in multiples of 100; and
    - b. The BT Tenure (which can be 3 or 6 months tenure); and
    - c. Details of his/her nominated Other Card Account(s) (“**Nominated Card Account**”).  
For the avoidance of doubt, a Nominated Card Account refers to an active bank deposit account with HSBC Amanah or any other banking institutions licensed by Bank Negara Malaysia, nominated by the Eligible Cardholder to transfer Outstanding Balance from.
5. After the Eligible Cardholder submits the BT application, the Eligible Cardholder will not be able to change/alter the BT Plan(s) and/or the BT Amount.

## Qualifying Conditions

6. The eligibility to participate in this plan offer is subject to the Eligible Cardholders' Credit Card-i status at the time of the BT application and the satisfactory conduct of the Eligible Cardholder's Credit Card-i account. All other terms and conditions appearing in the Cardholder Agreement ("**Cardholder Agreement**") which is part of the HSBC Amanah Universal Terms & Conditions ("**UTC**") and as may be stipulated from time to time by HSBC Amanah, shall apply.

## Fulfilment Criteria

7. The transfer of the Outstanding Balance to the Eligible Cardholder's Participating HSBC Amanah Credit Card-i account will be effected within 10 business days from the date of approval of the BT application.
8. HSBC Amanah reserves the right at any time to withdraw the Bank's approval for a BT application, vary the approved BT amount, vary management fee, or, defer or cancel the transfer of the approved BT Amount in any of the following circumstances:
  - i. HSBC Amanah makes a discovery or finding on the Eligible Cardholder which HSBC Amanah determines is unacceptable and/or materially affect the Eligible Cardholder's ability to perform his/her obligations; or
  - ii. the Outstanding Balance to be transferred exceeds 95% of HSBC Amanah Credit Card-i Limit minus any utilised amount (if any); or
  - iii. the Outstanding Balance to be transferred does not meet the Minimum Prescribed Amount; or
  - iv. the Eligible Cardholder's Participating Credit Card-i has insufficient Credit Limit; or
  - v. due to unforeseeable circumstances which are beyond HSBC Amanah's control; or
  - vi. where the BT cannot be effected due to security reasons; or
  - vii. the Other Card Account(s) are not current or not in good standing; or
  - viii. if the Outstanding Balance to be transferred exceeds RM75,000.
9. Payment for the BT Amount to the other banks and/or financial institutions where the Other Card Account is maintained will be made in any manner deemed appropriate by HSBC Amanah including, but not limited to, payment by cheques and the Eligible Cardholders are not allowed to collect the said cheques from HSBC Amanah.
10. Upon successful transfer of the Outstanding Balance to the Eligible Cardholder's Participating HSBC Amanah Credit Card-i(s) ("**Approved BT**") the selected BT Plan(s) shall be imposed on such Approved BT from the date of approval of the BT application *and become part of the **HSBC Amanah Credit Card-i Outstanding Balance***<sup>3</sup>. Any other transactions made by the Eligible Cardholder within the same Credit Card-i statement cycle of Approved BT will not incur management fees if there is no unpaid outstanding balances from the previous month's statement of account.

<sup>3</sup>*HSBC Amanah Credit Card-i Outstanding Balance is the HSBC Amanah Credit Card-i's outstanding balance which consists of the principal amount (inclusive of the BT Amount), management fees and other charges as shown in the latest corresponding HSBC Amanah Credit Card-i Account statement(s).*

11. Once the BT Amount has been approved, a corresponding amount of the Eligible Cardholder's HSBC Amanah Credit Card-i Account Limit will be reserved for this purpose and shall not be available to the Eligible Cardholder until settlement of the Approved BT. HSBC Amanah shall not be liable to the Eligible Cardholder for any transactions rejected by merchants due to the unavailability of the amount reserved under the Eligible Cardholder's HSBC Amanah Credit Card-i Account Limit. On the date of posting, this specified BT Amount will then be utilised and management fees will be charged thereon according to BT Plan(s) selected as per Clause 3 from the date of posting<sup>4</sup>.

<sup>4</sup>*Date of Posting is the date the charges are billed to the Eligible Cardholder's Participating Credit Card-i account.*

12. **The Eligible Cardholder shall pay the Minimum Monthly Payment of 5% on his/her HSBC Amanah Credit Card-i Outstanding Balance due on or before the payment due date stated in the Credit Card-i statement of the Participating Credit Card-i. For the avoidance of any doubt, if the entire HSBC Amanah Credit Card-i Outstanding Balance (including the BT Amount) indicated in the HSBC Amanah Credit Card-i statement is not fully paid by the due date, the applicable management fees will be imposed on the Eligible Cardholder's Credit Card-i transactions from their respective posting date(s) until date of full payment of the entire HSBC Amanah Credit Card-i Outstanding Balance.**
13. In the event the Eligible Cardholder delays or fails to pay the Minimum Monthly Payment or the BT Amount in full before or on the payment due date as specified in his/her Participating Credit Card-i's statement of account, the terms of the Cardholder Agreement shall apply and the management fees of 1.5% per month or 18% per annum calculated on a daily basis and/or Late Payment Fee shall be levied on all outstanding balances.
14. Until the BT is effected, Eligible Cardholders shall continue to be liable to make payment on their Other Card Account(s) in accordance with the terms governing the same. HSBC Amanah shall not be liable for management fees on any other charges as a result of the Eligible Cardholders' and/or HSBC Amanah's failure or delay in making payment before or after the Date of Posting. Save in respect of the amount of the BT to be transferred to the Eligible Cardholders' respective Participating Credit Card-i and without prejudice to their liability to HSBC Amanah on their outstanding BT, the Eligible Cardholders shall continue to be directly liable to the respective banks and/or financial institutions which issued them their Other Credit Account(s) for all other Outstanding Balance (principal, management fees and other charges) on their Other Card Account(s) whether such Outstanding Balance have been incurred before or after HSBC Amanah's approval of the Eligible Cardholders' application for the BT.
15. Eligible Cardholders who succeed in their BT applications will not be able to utilise the Cash Advance function of their Participating HSBC Amanah Credit Card-i until the total outstanding BT Amount has been paid in full.
16. HSBC Amanah reserves the right to approve and transfer the whole or part of the amount of the Outstanding Balance applied for. HSBC Amanah is not obliged to assign any reason to the Eligible Cardholders in respect to the exercise of its discretion pursuant to this clause.
17. The Eligible Cardholder acknowledges that all payments made to his/her HSBC Amanah Credit Card-i Account will be applied in accordance with the payment hierarchy in the Cardholder Agreement.
18. For transfers to be made on or before the statement due date of the Other Card Account, the Eligible Cardholder's application for BT must reach HSBC Amanah at least 15 days prior to the statement due date. HSBC Amanah will not be responsible for any charges that may be imposed by the other Credit Card-i issuer(s) of Other Card Account(s) due to transfer delays.
19. The Eligible Cardholder may apply for more than one BT, subject to the Eligible Cardholder meeting the qualifying conditions of BT in accordance with the terms and conditions herein and is subject to HSBC Amanah's approval.

#### **General Terms & Conditions**

20. HSBC Amanah may at its sole discretion approve or decline the BT application as HSBC Amanah deems fit. HSBC Amanah is not obliged to assign any reason to the Eligible Cardholder for exercising this clause.
21. The BT Amount and the applicable BT Interest amount will not earn any Reward Points for the Participating Credit Card-i.

22. HSBC Amanah reserves the right to vary, delete or add to any of these Terms and Conditions with 3 days prior notice. These Terms and Conditions, as the same may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials advertising BT Plan(s).
23. HSBC Amanah may use any of the following modes to communicate notices in relation to BT Plan(s) to the Eligible Cardholder(s):
  - a. Individual notice to the Eligible Cardholders (whether by written notice or via electronic means) sent to the Eligible Cardholders' latest address/email address as maintained in the HSBC Amanah's records;
  - b. Press advertisements;
  - c. Notice in the Eligible Cardholders' Credit Card-i statement(s);
  - d. Display at its business premises; or
  - e. Notice on HSBC Amanah's internet website(s);where such notices shall be deemed to be effective on and from the 4<sup>th</sup> day after its delivery/publication/display as per the manner described herein. Save and except notices sent via ordinary mail which will be deemed delivered on the 3<sup>rd</sup> day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.
24. These Terms and Conditions are in addition to the UTC which the Cardholder Agreement is a part of and which regulate the provision of the Credit Card-i facilities by HSBC Amanah. In the event of inconsistency between these Terms and Conditions and the UTC, these terms and conditions shall prevail in so far as they apply to BT.
25. Expressions defined in these Terms and Conditions shall, unless the context requires otherwise, have the same meanings as those ascribed to them in the Universal Terms & Conditions.
26. HSBC Amanah shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of HSBC Amanah.
27. HSBC Amanah reserves the right to cancel, terminate or suspend BT with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC Amanah of the BT shall not entitle the Eligible Cardholder to any claim or compensation against HSBC Amanah for any and all losses or damage suffered or incurred by the Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.
28. HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Amanah's gross negligence and shall not be liable for any other loss or damage of any kind such as loss of income, profit, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not HSBC Amanah has been advised of the possibility of such loss or damage.
29. The Eligible Cardholder shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to BT Plan(s).
30. To the fullest extent permitted by law, HSBC Amanah expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of this BT Plan(s).
31. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.
32. HSBC Amanah's decision on all matters relating to this BT Plan(s), shall be final and binding.