

# The Hongkong and Shanghai Banking Corporation Limited

## PERSONAL INSTALMENT LOAN TERMS AND CONDITIONS

If we approve your application for a Personal Instalment Loan or for redrawing a Personal Instalment Loan (the "**Loan**"), we will credit your account with the proceeds of the Loan, less any fees and charges (if applicable). We will then notify you by letter (the "**Confirmation Letter**").

### 1. Applicable terms and conditions

You are required to observe and will be bound by:

- (a) our General Terms and Conditions;
- (b) (if you use ATM facility) our ATM Card Terms and Conditions; and
- (c) the Personal Instalment Loan Terms and Conditions (these "**Terms and Conditions**").

The provisions in these Terms and Conditions prevail over the provisions in the ATM Card Terms and Conditions and the General Terms and Conditions to the extent of any inconsistency between them.

### 2. Repayment arrangements

- 2.1 We will debit from the Repayment Account the amount of each monthly repayment on the repayment date as stated in the Confirmation Letter. If a repayment date falls on a non-banking day, we will debit the Repayment Account on the following banking day.
- 2.2 We have the right to apportion the monthly repayments between payment of interest and repayment of principal as we may decide.
- 2.3 If you have any difficulty in repaying any amount outstanding under the Loan, you should notify us as soon as possible. You should also notify us in writing of any change in your name, address or employment.

### 3. Interest

- 3.1 For the first interest payment, you are required to pay interest pro-rated based on the period between the drawdown date and the first repayment date.
- 3.2 If the first repayment date specified by you is more than one month from the drawdown date, you are required to pay daily deferred interest on the Loan amount at the rate specified by us at the time.
- 3.3 For a redrawn Loan (if applicable), we will notify you by letter of the tenor, the interest rate and monthly repayment amount applicable to the redrawn Loan. We will set the new interest rate according to the total loan amount, which is the sum of the outstanding principal under the original Loan and the approved amount of the redrawn Loan.
- 3.4 We have the right to vary the interest rate applicable to the Loan at any time without giving reasons.

### 4. Late charges

If you fail to make any monthly repayment in full when it is due (including where there are insufficient funds in the Repayment Account), we may charge, without prior notice,

- (a) a late charge for each default; and
- (b) overdue interest on the amount of any overdue monthly repayment(s) at the rate specified by us at the time (both before and after judgment). Such interest will be charged from the due date until the date of actual repayment or until you are demanded by us to repay the outstanding principal amount of the Loan (whichever occurs first).

### 5. Early repayment

You may repay the outstanding principal amount of the Loan (in whole but not in part) ahead of the final repayment date. If you choose to do so, we will charge a fee equal to a percentage (specified by us at the time) of the outstanding principal amount. You are required to repay applicable promotional offers in case of early repayment (subject to promotional terms and conditions).

### 6. Repayment on demand

We have the right, at any time, to demand immediate repayment in full of the outstanding principal amount of the Loan. If we exercise such right, you are required to repay:

- (a) the outstanding principal amount of the Loan; and
- (b) interest at the rate specified by us at the time, starting from the date of demand until the date of repayment (whether before or after judgment), on the outstanding principal amount of the Loan and on any overdue monthly repayment(s) together with any accrued interest.

### 7. Fees and charges

- 7.1 If you fail to pay any amount to us when due or if you breach these Terms and Conditions, we may enforce our rights or pursue remedies to collect or recover any outstanding amount under the Loan. We are entitled to employ agents or service providers for such purposes. You are required to indemnify and reimburse us for all reasonable amounts of costs (including legal fees) and expenses reasonably incurred by us in demanding, collecting or recovering any outstanding amount.
- 7.2 We have the right to impose a handling charge, premium or (for a redraw application) redraw charge in relation to the processing of the Loan in such an amount as stated in the Confirmation Letter (subject to any change as provided in Clause 9 below). You authorise us to deduct the amount of such handling charge, premium or (for a redraw application) redraw charge from the approved Loan amount. However, if you request us to advance an amount equivalent to the handling charge or premium in addition to the approved Loan amount to form part of the Loan, we have the final decision on whether to approve or reject your request. If we approve your request, you will have to pay interest on the total Loan amount (the original Loan amount plus the handling charge or premium, as applicable).

### 8. Set-off

In addition to the general right of set-off or other rights conferred by law or under any agreement, we have the right, without prior notice, to:

- (a) combine or consolidate any amount outstanding under the Loan, as well as any other amounts payable by you under these Terms and Conditions or in connection with the Loan, with the balance on any other accounts which you maintain with us; and

- (b) set off or transfer any money standing to the credit of any other accounts you maintain with us in or towards settlement of any amount owing by you to us under the Loan and any other amounts payable by you under these Terms and Conditions or in connection with the Loan.

#### **9. Variation of terms and conditions, charges and fees**

- 9.1 We have the right to vary these Terms and Conditions, the amounts or percentages of interest rate, charges (including redraw charge), premiums, fees and disbursements applicable to the Loan from time to time. We will give you prior notice in a manner we consider appropriate. You will be bound by a variation unless you fully repay the Loan before the date on which that variation takes effect.
- 9.2 Details of various fees and charges including the applicable rates or amounts are specified in our tariff guide available at our website or upon request at any of our branches in Hong Kong.

#### **10. Payments without deduction**

- (a) All payments to us under or in connection with the Loan (including principal, interest, fees and charges) must be paid in full. You will not deduct any sums owed by us to you from any payments made or to be made by you under or in connection with the Loan. If a deduction on account of tax or a similar charge or any other reason is required by applicable laws or regulations, or we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, you must make up the payment so that we receive the full amount owing under or in connection with the Loan.
- (b) You agree that any termination of the Loan is subject to the condition that no money that we received in payment of the amount owing will subsequently be returned or reduced under any applicable laws or regulations. If after the termination of the Loan, we are later obliged under applicable laws or regulations to return any money received by us in payment of the amount owing, or if the Loan is terminated without receiving full payment of the amount owing, you will remain liable for making up the shortfall or the remaining balance so that we will receive the full amount owing under or in connection with the Loan, and we have a right to claim against you for the shortfall or the remaining balance as if we had never terminated the Loan.
- (c) You hereby confirm that any withholding tax obligation or other obligations to make deduction or withholding (whether on account of tax or for any other reason), in respect of the Loan whether under applicable laws or regulations of Hong Kong or applicable laws or regulations of any other country where you may reside, would be your responsibility. You will upon our request, deliver promptly evidence satisfactory to us that you have complied with applicable deduction or withholding obligations. You hold us harmless and agree to fully indemnify us on demand for all consequences of any failure to comply with such obligations including any claim which may be made against us by any authorities.
- (d) This Clause 10 will continue to be effective after the termination of the Loan.

#### **11. Staff's remuneration**

The remuneration for our sales staff is determined based on the staff's overall performance with reference to a wide range of factors, and is not determined solely on his financial performance. Sales staff's remuneration is subject to review from time to time, for the purpose of encouraging the building of deep, long-lasting and mutually valuable relationships with customers.

#### **12. Joint and several liability**

If you and any other person sign or agree to be bound by these Terms and Conditions:

- (a) each person is jointly and severally liable with each other for the obligations and liabilities in connection with the Loan or these Terms and Conditions; and
- (b) any notice from us to any one of these persons will be considered effective notification to all other persons.

#### **13. Governing law and jurisdiction**

These Terms and Conditions are governed by and will be construed according to Hong Kong law. You submit to the non-exclusive jurisdiction of the Hong Kong courts.

#### **14. Dispute**

In case of any dispute, the decision of the Bank shall be final and conclusive.

#### **15. Regulatory Requirement**

These Terms and Conditions are subject to prevailing regulatory requirements.

#### **16. Language**

The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

#### **17. Third Party Rights**

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

#### **Definitions**

**ATM** means an automated teller machine.

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

**Repayment Account** means a repayment account designated by you.

**we, us, our** means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

**you or your** means the person to whom we grant the Loan.

Issued by The Hongkong and Shanghai Banking Corporation Limited

# 香港上海滙豐銀行有限公司

## 分期「萬應錢」貸款條款及細則

如本行批核閣下分期「萬應錢」貸款或再提取分期「萬應錢」貸款（「**貸款**」）的申請，本行會在扣除任何適用費用及收費後，把貸款金額存入閣下的戶口。其後，閣下會獲專函通知（「**通知函**」）。

### 1. 適用條款及細則

閣下須遵守並會受下列條款及細則約束：

- (a) 本行一般條款及細則；
- (b) （如閣下使用自動櫃員機服務）本行自動櫃員機卡條款及細則；及
- (c) 本分期「萬應錢」貸款條款及細則（「**本條款及細則**」）。

如自動櫃員機卡條款及細則及一般條款及細則與本條款及細則有任何不一致，概以本條款及細則為準。

### 2. 還款安排

- 2.1 本行會於通知函上所列的還款日從還款戶口扣除每月還款金額。若還款日為非銀行營業日，本行將會於下一個銀行營業日扣除該金額。
- 2.2 本行有權分配每月還款金額中清還本金與利息所佔的比例。
- 2.3 如閣下清還貸款下所欠款項有任何困難，應盡早通知本行。閣下的姓名、地址及職業如有任何更改，亦須書面通知本行。

### 3. 利息

- 3.1 閣下首次所須支付的利息會根據首個還款日與提取貸款日相距按比例計算。
- 3.2 如閣下所指定的首個還款日與提取貸款日相距超過一個月，閣下須繳付延遲還款利息。延遲還款利息按貸款金額以本行當時設定的利率逐日計算。
- 3.3 有關再提取貸款（如適用），本行會致函通知閣下有關再提取貸款的還款期、利率及每月還款金額。新的利率會按總貸款金額，即貸款本金結欠及獲批核的再提取貸款金額的總和計算。
- 3.4 本行有權不時更改適用於貸款的利率，而無需給予任何理由。

### 4. 逾期費用

如閣下未能依期清還全數每月還款金額（包括因為還款戶口未有足夠款項），本行可能（在不另通知的情況下）：

- (a) 就每次未能依期清還徵收逾期費用；及
- (b) 徵收按任何逾期未付的每月還款金額及根據本行當時設定的利率所計算的利息（包括法院判決之前或之後）。利息由到期日起計至實際還款日或至本行要求閣下清還剩餘未清還的借款本金之日為止（以兩者較先者為準）。

### 5. 提前還款

閣下可在最終還款日前提前一次過全數清還貸款下未清還的本金，但本行不接受部份還款。如閣下選擇提前還款，本行會收取相等於未清還的本金之一定百分比的費用，而該百分比會由本行屆時設定。於提前還款時，閣下須退回適用的推廣優惠（視乎推廣優惠條款及細則）。

### 6. 被要求清還

本行有權要求閣下在任何時間全數清還貸款下未清還的本金。如本行行使此權利，閣下須支付：

- (a) 貸款未清還的本金；及
- (b) 按本行當時設定的利率計算的利息，利息會按剩餘未清還的貸款本金以及任何逾期未付的每月還款連同任何應付但未付的利息收取，由閣下被要求還款之日起計，至還款日止（包括法院判決之前或之後）。

### 7. 費用及收費

- 7.1 如閣下未能清還任何已到期的欠款，或違反本條款及細則，本行可強制執行本行的權利或採取補救方法收回或追討貸款下的欠款。本行有權為該等目的聘用代理人或服務供應商。就本行為收回或追討任何欠款而合理地招致並金額合理的所有成本（包括法律費用）及開支，閣下須對本行作出彌償及向本行付還。
- 7.2 本行有權利向閣下收取通知函上所有有關處理貸款的手續費／保費／再提取貸款收費（適用於再提取貸款申請），該等款項可由本行根據第 9 條所述作出不時調整。閣下授權本行從獲批核貸款額內扣除手續費／保費／（適用於再提取貸款申請）再提取貸款收費，但若閣下要求本行在獲批核貸款額外借出相當於手續費／保費／再提取貸款收費的金額並將該金額作為貸款的一部份處理，本行就批核或拒絕該要求有最終決定權。如本行批核此要求，閣下須按總貸款金額（即原有貸款及獲批核的額外金額的總和）繳付利息。

### 8. 抵銷

除法律或任何合約下授予的任何一般抵銷權或其他權利外，本行亦有權在無需事先通知閣下的情況下：

- (a) 將任何在貸款下未清還的款項及閣下在本條款及細則下應付予本行的任何款項與閣下於本行維持的任何其他戶口的結欠合併或綜合計算；

(b) 以閣下於本行維持的任何其他戶口的結存抵銷或把結存轉賬，用以清還貸款下所欠本行的款項及閣下在本條款及細則下應付予本行的任何款項。

## 9. 更改條款及細則、收費及費用

9.1 本行有權不時更改本條款及細則及有關貸款的利率、收費（包括再提取貸款收費）、保費、銷費及其他費用的金額或百份率，以本行認為適當的方式給予閣下事先通知。除非閣下在更改生效前清還全數貸款，閣下須受有關更改約束。

9.2 各項費用及收費（包括適用利率及金額的詳細資料）已刊登在本行的收費表上。該收費表已發佈於本行網站，閣下亦可向在香港的任何分行索取。

## 10. 不得從付款中扣減款項

(a) 所有根據或有關貸款作出的付款（包括本金、利息、費用及收費）必須全數向本行支付。閣下不得從閣下根據或有關貸款作出的任何付款中扣除本行欠下閣下的任何款項。如根據適用法律或法規須扣除稅款或類似的收費，或因任何其他原因須作出扣除，或本行之後須根據適用法律或法規退還任何所收到的支付欠款的款項，閣下必須補足差額，以確保本行全數收到根據或有關貸款應付的款項。

(b) 閣下同意，作為終止貸款的先決條件，本行所收到的還款不會於其後須根據任何適用法律或法規被退還或扣減。當終止貸款後，若本行之後須根據適用法律或法規退還任何所收到的還款，或當終止貸款時，若本行並未全數收到償還欠款的款項，則閣下仍然有責任支付差額或任何餘款，以確保本行能全數收到根據或有關貸款應付的款項，而本行有權向閣下追討該差額或任何餘款，猶如本行從未終止貸款。

(c) 閣下確認，根據香港的適用法律或法規，或任何其他閣下可能居住的國家的適用法律或法規項下有關貸款的任何預扣稅義務或其他扣減或預扣義務（無論是稅務或任何其他原因的扣減或預扣）均為閣下的責任。閣下將應本行的要求從速向本行提供本行認為滿意的證據，以證明閣下已遵守適用的扣減或預扣義務。有關未能履行此等義務的所有後果，包括任何機構可能就向本行作出的任何申索，閣下確保本行不會招致任何損失，並同意應要求對本行作出全部彌償。

(d) 本第 10 條於終止貸款後仍然繼續有效。

## 11. 銷售人員薪酬

本行銷售人員的薪酬基於其整體表現並參考多種因素而釐定，並不單純按其財務表現來決定。為鼓勵銷售人員與客戶建立深厚、持久及互利的關係，其薪酬會不時檢討。

## 12. 共同及各別的法律責任

如閣下及任何其他人士共同簽署或同意受本條款及細則約束：

(a) 各人須就貸款或本條款及細則的責任及債務共同及各別負責；及

(b) 本行向該等人士任何一人發出通知即被視為向該等人士全體發出有效通知。

## 13. 管轄法律及管轄權

本條款及細則受香港法律管轄並按其詮釋。閣下服從香港法院的非專有管轄權。

## 14. 爭議

如有任何爭議，本行保留最終決定權。

## 15. 監管規定

本條款及細則受現行監管規定約束。

## 16. 語言

本條款及細則的英文及中文版本如有任何不一致，概以英文版本為準。本條款及細則的任何中文版本僅供參考。

## 17. 第三者權利

除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本條款及細則的任何條文，或享有本條款及細則的任何條文下的利益。

## 定義

**香港**指中華人民共和國香港特別行政區。

**還款戶口**指閣下指定的還款戶口。

**本行或本行的**指香港上海滙豐銀行有限公司及其繼承人及受讓人。

**閣下或閣下的**指獲本行批核貸款的人士。

Issued by The Hongkong and Shanghai Banking Corporation Limited

由香港上海滙豐銀行有限公司刊發