## 30-Day Service Pledge

## Terms and Conditions

## General

- 1. The '30-Day Service Pledge' programme covers the following list of products:
  - Securities Margin Trading Service Account
  - Stocks Monthly Investment Plan
  - Unit Trusts includes Lump-sum Open-end Funds and Unit Trust Monthly Investment Plan
  - Life Insurance
  - Personal Instalment Loan
  - HighAdvance Mortgage
- 2. For the purpose of the '30-Day Service Pledge' programme, '30 days' shall refer to 30 calendar days.
- 3. <u>Subject to clause 4 below, customers</u> who have reached the age of 65 and above on the date of product purchase or service application ('senior customers') are eligible for an additional 30-day period, which means a total of 60 days, for submitting the refund / waiver request under this programme '60-day programme'.
- 4. Personal Instalment Loans are excluded from the '60-day programme'.
- 5. The '30-Day Service Pledge' and 60 day programme are applicable subject to customer's eligibility to apply for the products listed in clause 1 above and subject to clause 4 above. '30-Day Service Pledge' and 60 day programme are collectively referred to as ('the Programme'). '60 days' shall refer to 60 calendar days.
- 6. To be eligible for a refund / waiver, the refund / waiver request must be submitted within 30 days of successful purchase of eligible products by customers aged below 65 ('general customers') (or within 60 days by senior customers) or such later date as expressly allowed under these terms and conditions. The refund / waiver of specified fees or premium and levy will be made within 30 days from receipt of the refund / waiver request by HSBC or HSBC Life or collection of the relevant fees or premium and levy, whichever is later.
- 7. Only products or services listed in clause 1 above, subject to clause 4 above, and purchased from The Hongkong and Shanghai Banking Corporation Limited, Hong Kong (and its successors and assigns) ('HSBC') or HSBC Life (International) Limited ('HSBC Life') and those covered in the '30-Day Service Pledge' webpages are eligible for the Programme ('eligible products / services').
- 8. All life insurance plans are underwritten by HSBC Life. <u>HSBC Life is incorporated in Bermuda with limited liability</u>, and is one of the HSBC Group's insurance underwriting subsidiaries. HSBC Life is authorised and regulated by the Insurance Authority to carry

- on long-term insurance business in the Hong Kong SAR. HSBC is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) as an agency of HSBC Life for the distribution of life insurance products in the Hong Kong SAR.
- 9. In case a customer has received any promotional offers for the purchase of an eligible product / service and subsequently requests to cancel the purchase and apply for refund / waiver under the Programme, the customer is required to return the promotional offers to HSBC unused and in good condition. Failing to do so will result in the customers incurring a charge by HSBC for the full market value of the promotional offers.
- 10. <u>The Programme, subject to clause 4 above, is available</u> to personal customers of HSBC <u>and HSBC Life</u> only and who have successfully applied for any of the products listed in clause 1 in their own name.
- 11. HSBC <u>and HSBC Life</u> reserves the right to alter these terms and conditions from time to time and notify the customer of such alterations in any manner as it thinks fit (including display at the Bank's branches).
- 12. No person other than the customer and HSBC <u>and HSBC Life</u> 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. In the event of any dispute arising from the Programme, the decision of HSBC <u>or HSBC Life</u> shall be final and conclusive.
- 13. If HSBC, at its sole discretion, determines that a claim does not fall within the scope of the Programme, is not legitimate or amounts to an abuse of the Programme, HSBC reserves the right to reject the application, refuse to make the refund / waiver or otherwise debit the customer's account(s) for the returned banking service fees made without further notice, as shall be applicable and HSBC's decision in this regard shall be final and conclusive.
- 14. These terms and conditions are subject to prevailing regulatory requirement.
- 15. In the event of any discrepancy or inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.
- 16. All the terms and conditions listed herein are governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.

  A. Investment

Eligible product / service		Refund / waiving of the corresponding
Margin Trading Service Account	Close the Securities Margin Trading Service Account within 30 days from the account set up date for general customers, or within 60 days for senior customers	Safe custody fee

Investment Plan	Terminate the Stocks Monthly Investment Plan and sell the shares subscribed through the Plan within 30 days from the 1st amount debit date for general customers, or within 60 days for senior customers	Brokerage fee of the purchase and sale transaction
Lump-sum	Sell the funds within 30 days for general customers or within 60 days for senior customers from the debit date	Initial subscription fee
Unit Trust Monthly Investment Plan	Terminate the Unit Trust Monthly Investment Plan and sell the related funds within 30 days for general customers or within 60 days for	

- 17. To be eligible for a refund / waiver in relation to unit trusts, the subscription of Unit Trust Lump-sum Open-end Funds should be effected through HSBC Investment Services Account or Unit Trusts Account except FundMax Account.
- 18. To apply for a refund / waiver of the specified fees for eligible investment products or services, customers must submit the prescribed fee refund / waiver request form together with the redemption, termination and / or sale instruction.
- 19. To be eligible for a refund / waiver of the specified fees, the sale of products (if required) must be made in the same quantity as the initial purchase / subscription order, which for Stocks Monthly Investment Plan shall refer to the number of shares and for Unit Trusts / Unit Trust Monthly Investment Plan shall refer to the number of units.
- 20. The refund / waiver of the specified fees for eligible investment products or services will be made within 30 days from receipt of the request by HSBC or collection of the relevant fees, whichever is later. The specified fee will only be refunded / waived if it has been incurred and paid by the customer and relates strictly to the purchased eligible product / service. Any fee (or any part thereof) that is payable other than in relation to the purchased eligible product / service, will remain payable and will not be eligible for a refund / waiver.
- 21. For refund / waiver in relation to unit trusts, if the currency of the initial subscription fee or the administration fee is not the same as the denomination of the settlement account for receiving the refund / waiver, the initial subscription fee or the administration fee refund / waiver will be converted into the denomination currency of the settlement account at the prevailing exchange rate as determined by HSBC.
- 22. Investment involves risk. For the avoidance of doubt, the Programme does not apply to any loss suffered as a result of any purchase and sale of investment products, including without limitation any difference in the buy and sell spread. Customers shall bear any losses and be entitled to any gains as a result of any purchase and sale of investment products and HSBC shall not be responsible for any losses incurred.

23. The information in this document does not constitute an offer for the purchase of any investment in any products or services referred to herein.

B. Insurance		
Eligible		Refund /
product		waiving of
Life Insurance	Cancel the policy within 30 days for general customers or 60 days	Premium <u>and</u>
	for senior customers (i.e.age 65 or above)	<u>levy</u> paid

- 24. The Programme is available to personal customers of HSBC Life who have purchased life insurance policies where they are the named policyholders.
- 25. No refund will be made if an insurance claim has already been paid.
- 26. For investment-linked insurance plan and single payment policies, <u>refund of premiums and levies paid will be subject to market value adjustment.</u>
- 27. To apply for policy cancellation and refund of premiums and levies, please refer to the policyholder user guide on HSBC website and submit the required materials to HSBC Life.

C. Personal Loans			
Eligible product	Terms	Waiving of	
Personal	Apply to fully repay the loan within 30 days	Early repayment fee of 2% of	
Instalment Loan	from initial loan drawdown	outstanding principal amount	

- 28. The <u>'30-Day Service Pledge' programme</u> is only <u>available</u> to customers <u>who have applied</u> for HSBC's Personal Instalment Loan and is not <u>available for</u> loan redraw. Personal Instalment Loans are excluded from the '60-day programme'.
- 29. Early repayment fee of 2% of outstanding principal amount will be waived subject to repayment of the outstanding principal amount of the loan and the daily interest, calculated on a pro rata basis, incurred between the date of drawdown and the date the Early Repayment Application Form is received by HSBC. The calculation of interest payable shall be in accordance with the method applied by HSBC from time to time in apportioning repayments between interest and principal.

D. Mortgages		
Eligible	Terms	Waiving of
product		
HighAdvance	Fully repay the mortgage loan within 30 days for	Full prepayment administration
Mortgage	general customers or 60 days for senior	fee
	customers from loan drawn date	(Please refer to the related facility
		offer letter for details of the
		<u>waiver)</u>

30. The offer is only applicable to customers (i.e. borrowers) who have successfully applied for HighAdvance Mortgage.

- 31. Notwithstanding the above, eligible customers shall repay to HSBC the following as stated in the terms and conditions of the related facility offer letter:
  - a. interest accrued for the period from the date of drawdown to full prepayment;
  - b. partial prepayment administration fee (if applicable);
  - c. full amount of the cash incentive or subsidy (if applicable); and
  - d. other prepayment fees, including fees payable when the full or partial prepayment is made on a Saturday of non-instalment repayment date (if applicable)
- 32. Other fees and charges that are for account of the customers (including but without limitation to mortgage insurance premium collected by HSBC and paid to mortgage insurer named on the facility offer letter, and all reasonable costs and expenses, such as legal fees) will not be refunded or waived by HSBC.
- 33. To apply for waiver of the full prepayment administration fee, customers can visit any HSBC branch to complete the 'Mortgage Loan Account Instruction Form' and will be required to fully repay the mortgage loan within 30 days from the loan drawdown date for general customers. For senior customers, full repayment of the mortgage loan can be made within 60 days from the loan drawdown date.
- 34. HighAdvance Mortgage loan application is subject to approval by HSBC and final approval by the mortgage insurer.
- 35. Each mortgage loan is offered subject to the terms and conditions as stated in the related facility offer letter, which shall prevail in the event of any inconsistency within the terms and conditions stated herein.

The information in this document does not constitute an offer for the purchase of any investment in any products referred to herein. This document has not been reviewed by the Securities and Futures Commission of Hong Kong.