

Terms and Conditions of Standard Chartered Credit Card Statement Instalment Plan

IMPORTANT:

Before you apply for the Standard Chartered Credit Card Statement Instalment Plan, please read these Terms and Conditions carefully and make sure that they are well understood. Each Account Holder under a Card Account will be deemed to have accepted these Terms and Conditions when any Account Holder makes a first application under the Plan.

1. Definitions

- (a) The following expressions shall have the following meanings when used in these Terms and Conditions:-

“**Bank**” means Standard Chartered Bank (Hong Kong) Limited, its successor and assigns.

“**Cardholder Agreement**” means the Standard Chartered Credit Card Cardholder Agreement between the Bank and the Cardholder applicable to the Card Account under which the Account Holder makes a Statement Instalment Transaction.

“**Credit Card Instalment Agreement**” means the Credit Card Instalment Program Cardholder Agreement between the Bank and the Cardholder in relation to the Instalment Plan.

“**Handling Fee**” and “**Monthly Handling Fee**” have the meaning ascribed to those words in Clause 5.

“**Instalment**” in relation to a Statement Instalment Transaction means each monthly instalment charged to the Card Account on a monthly basis during the Instalment Period, as calculated in accordance with Clause 4(a).

“**Instalment Account**” means the account opened in the name of the Account Holder for the purpose of the Instalment Plan.

“**Instalment Limit**” means the limit in the Instalment Account from time to time determined by the Bank at its discretion and notified to the Account Holder.

“**Instalment Period**” in relation to a Statement Instalment Transaction means the period determined by the Bank from time to time for payment by Instalments of the Statement Instalment Transaction Amount.

“**Instalment Plan**” means the instalment plan made available by the Bank to the Cardholder to enable purchases of merchandise or services from any designated merchant to be paid by instalments.

“**Plan**” means the Standard Chartered Credit Card Statement Instalment Plan made available by the Bank to Standard Chartered Credit Card Cardholders.

“**Statement Instalment Transaction**” means part or all of the purchases of goods and/or services (excluding purchase of casino chips, previous balance, cash advance, transactions made by instalment, fees and charges) which first appear in the same Statement, to be paid for by Instalments subject to these Terms and Conditions.

“**Statement Instalment Transaction Amount**” means the amount of a Statement Instalment Transaction payable by Instalments.

- (b) Definitions of words and expressions in the Cardholder Agreement shall apply equally to these Terms and Conditions, except where there is an express variation of a definition or a different meaning is assigned in these Terms and Conditions for the purpose of the Plan.

- (c) Unless the context requires otherwise:-

(i) business days do not include Saturdays, Sundays and public holidays;

(ii) words denoting one gender include all other genders; and

(iii) words denoting the singular include the plural and vice versa.

Headings in these Terms and Conditions are for convenience only and shall be ignored in construing these Terms and Conditions.

2. Applicable Terms

In relation to the Account Holder's participation in the Plan:-

- (i) the Cardholder Agreement shall apply in conjunction with these Terms and Conditions which are additional to the terms of the Cardholder Agreement. Save where the context otherwise requires, references to the Cardholder Agreement both in these Terms and Conditions and in the Cardholder Agreement itself shall be construed as references to the Cardholder Agreement supplemented by these Terms and Conditions; and
- (ii) in the event of inconsistency between the terms of the Cardholder Agreement and these Terms and Conditions, these Terms and Conditions shall prevail in so far as they apply to the Plan.

3. Statement Instalment Transaction

- (a) Application for a Statement Instalment Transaction may be made at any time during the period commencing 3 business days after (but excluding) the transaction date of the purchase and ending on at least 7 business days (or such other number of business days determined and notified by the Bank from time to time) immediately preceding the Payment Due Date specified in the Statement on which particulars of the Statement Instalment Transaction appear.
- (b) When applying for a Statement Instalment Transaction, the Account Holder shall provide such information as required by the Bank for verification of his status as an Account Holder.
- (c) The Statement Instalment Transaction Amount shall not be less than the amount determined by the Bank from time to time and shall not exceed the total amount of purchases of goods and/or services (excluding purchase of casino chips, previous balance, cash advance, transaction made by instalment, fees and charges) which first appear in the same Statement.
- (d) Subject to these Terms and Conditions, an application for a Statement Instalment Transaction shall not be approved unless:-
- (i) the aggregate of the Statement Instalment Transaction Amount and the Handling Fee is within the total amount of the available instalment limit and credit limit available in the Card Account at the time of application for the Statement Instalment Transaction;

- (ii) the Card Account and the Instalment Account (if any) are in normal status; and

- (iii) there has been no breach of the Cardholder Agreement, the Credit Card Instalment Agreement or these Terms and Conditions.

Any application for a Statement Instalment Transaction is subject to acceptance by the Bank at its discretion, which acceptance shall be effective upon notification by the Bank to the Account Holder that the application has been approved. The Bank is entitled to reject any application without giving any reasons.

- (e) Once the application for a Statement Instalment Transaction is approved by the Bank and before full payment of all Instalments and the Handling Fee, no cancellation will be accepted.

4. Instalment

- (a) The amount of each Instalment in relation to a Statement Instalment Transaction will be calculated by dividing the Statement Instalment Transaction Amount by the number of months constituting the Instalment Period.
- (b) Each Instalment will be charged to the Card Account and treated in the same way as a Voluntary Charge arising from a purchase of goods and/or services made by a Transaction Instruction, and will be shown in a Statement and be payable by the Account Holder as such in accordance with the terms of the Cardholder Agreement. The late charge and/or finance charge under the Cardholder Agreement will apply if the Minimum Payment Due or the New Balance shown in the Statement is not paid in full on or before the Payment Due Date specified in the Statement.
- (c) The number of Instalments, the amount of each Instalment and the Instalment Period in relation to a Statement Instalment Transaction cannot be altered without the Bank's consent.

5. Handling Fee

- (a) Upon the Bank's approval of the application for a Statement Instalment Transaction, a handling fee determined and notified by the Bank from time to time will be charged to the Card Account either:
- (i) on a monthly basis during the Instalment Period (each a “Monthly Handling Fee” and collectively the “Handling Fee”). The first Monthly Handling Fee will be debited to the Card Account when the Bank approves the Statement Instalment Transaction application; or
- (ii) on a lump sum basis. The handling fee on such a lump sum basis (“Handling Fee”) will be debited to the Card Account when the Bank approves the Statement Instalment Transaction application.
- (b) The Monthly Handling Fee (or as the case may be, Handling Fee) charged to the Card Account will be treated in the same way as an Involuntary Charge arising from a purchase of goods and/or services made by a Transaction Instruction, and will be shown in a Statement and be payable by the Account Holder as such in accordance with the terms of the Cardholder Agreement. The late charge and/or finance charge under the Cardholder Agreement will apply if the Minimum Payment Due or the New Balance shown in the Statement is not paid in full on or before the Payment Due Date specified in the Statement.

6. Instalment and Credit Limit

- (a) Without prejudice to sub-clause (b), the available credit limit in the Card Account will be provisionally reduced by an amount equal to the Statement Instalment Transaction Amount and the Handling Fee upon approval of the Statement Instalment Transaction and will be restored by the amount of each Instalment and Monthly Handling Fee (or as the case may be, Handling Fee) paid and to the extent actual payment is received by the Bank.
- (b) If the Account Holder also maintains an Instalment Account, an amount equivalent to the Statement Instalment Transaction Amount and the Handling Fee will be provisionally reduced from the available Instalment Limit upon approval of the Statement Instalment Transaction and the available Instalment Limit will be restored by the amount of each Instalment and Monthly Handling Fee (or as the case may be, Handling Fee) paid and to the extent actual payment is received by the Bank. In the event that the aggregate of the Statement Instalment Transaction Amount and the Handling Fee exceeds the available Instalment Limit, an amount equal to the excess will be provisionally deducted from the available credit limit in the Card Account upon approval of the Statement Instalment Transaction where the entire available Instalment Limit will at the same time be provisionally reduced.

7. Payment

Payments received in respect of the Card Account will be aggregated and applied in the order specified in the Cardholder Agreement (regardless of an instruction by the Account Holder to the contrary).

8. Exclusion of Liability

The provisions of the Cardholder Agreement regarding purchase of goods or services by use of a Card shall apply equally to each Statement Instalment Transaction. In particular, the Bank will not be concerned with or held liable for any defective or damaged goods or services or other dispute between the Account Holder and the supplier of the goods or services relating to the Statement Instalment Transaction. The Account Holder authorises the Bank to continue to debit the Instalments and all the Monthly Handling Fees (or as the case may be, Handling Fee) to the Card Account regardless of any such dispute.

9. Disclosure of data

Each Account Holder authorises the Bank to disclose to the relevant merchant(s) such of his personal data as may be required for the processing of a Statement Instalment Transaction under the Plan.

10. Termination and Acceleration of Payment

- (a) The Bank may at any time at its sole discretion terminate or suspend (for so long as the Bank thinks fit) the Plan in respect of the Card Account by notice.
- (b) Notwithstanding anything contained in the Cardholder Agreement, these Terms and Conditions or any other document, the Bank will at all times have the right at its sole discretion:-
- (i) at any time to charge to the Card Account the aggregate of all remaining Instalments and Monthly Handling Fees not previously so charged in relation to all or any Statement Instalment Transactions, as well as the full Statement Instalment Transaction Amount and Handling Fee in

relation to Statement Instalment Transactions approved but not yet charged to the Card Account, and/or

- (ii) to demand immediate payment of all sums outstanding under these Terms and Conditions, whether or not already reflected in a Statement or due and payable at the date of the demand.
- (c) In particular (but without limiting the overriding nature of its right) the Bank may exercise its right under sub-clause (b) if:-
- (i) the Card Account is cancelled or terminated (or notice of cancellation or termination has been given) by the Account Holder or the Bank for whatever reason;
- (ii) the Account Holder and/or any other defaults in the payment of any amounts due under the Cardholder Agreement, the Credit Card Instalment Agreement or these Terms and Conditions;
- (iii) the Account Holder and/or any other breaches any other provision of the Cardholder Agreement and these Terms and Conditions;
- (iv) the Account Holder is deceased, or a bankruptcy petition is presented in relation to the Account Holder, or the Account Holder is unable to pay his debts as they fall due; or
- (v) the Bank exercises its right under sub-clause (a).

11. Early Repayments

- (a) The Account Holder may at any time during an Instalment Period in relation to a Statement Instalment Transaction repay all Instalments and Monthly Handling Fees payable over the remaining Instalment Period (or as the case may be, Handling Fee) but not yet charged to the Card Account subject to payment of an administration fee determined and notified by the Bank from time to time.
- (b) The Account Holder shall give the Bank written notice of his intention to make early repayment. A notice of early repayment, once given, will not be revocable without the Bank's prior consent. Partial early repayment will not be accepted. The administration fee mentioned in sub-clause (a) will be payable regardless of subsequent revocation of the early repayment notice or the Account Holder's failure to make full early repayment.
- (c) On receipt of an early repayment notice, the Bank will charge to the Card Account the Instalments and all Handling Fees to be repaid and the administration fee mentioned in sub-clause (a). Such amounts will be shown in a Statement and be payable respectively as a Voluntary Charge arising from a purchase of goods and/or services made by a Transaction Instruction in accordance with the terms of the Cardholder Agreement.

12. Amendment

The Bank may amend these Terms and Conditions from time to time.

13. Language

The Chinese version of these Terms and Conditions is provided for reference only. In the event of any inconsistency between the Chinese and English versions of these Terms and Conditions, the English version shall prevail.