

Personal Instalment Loan Debt Consolidation Program Terms and Conditions

General Terms and Conditions for Standard Chartered Personal Instalment Loan Debt Consolidation Program

1. Standard Chartered Bank (Hong Kong) Limited (the “**Bank**”) reserves the right of final approval of the Standard Chartered Personal Instalment Loan Debt Consolidation Program (“**Program Loan**”) and is under no obligation to provide reasons for any of its decisions. The Bank also reserves the right to determine the final interest rate, loan amount and terms offered. The Program Loan is subject to the Bank’s Client Terms and the applicable documents referred to in Part A of the Client Terms (including Personal Loan/Personal Line of Credit/Overdraft Terms and the product brochure, Important Notes and promotional terms (if applicable) and any other documents forming our banking agreement) and such other applicable terms and conditions, as may be issued, varied, amended or replaced by the Bank from time to time.
2. Upon successful application and drawdown of the Program Loan, the Bank may, in its sole discretion, determine the amount either being part or all of the approved loan amount which shall be used to pay the outstanding balance(s) of credit card(s) or personal loan(s) held at the other bank(s)/financial institution(s) owed by the client (“**Other Loan(s)**”). Upon request by the Bank, the client must cancel such other credit card(s) or personal loan(s) account(s) held at the other bank(s) and provide the loan/account cancellation record(s) to the Bank.
3. The Bank will not accept any application of the Program Loan for the purpose of settling outstanding amount(s) of Standard Chartered Credit Card/Standard Chartered Co-Branded Card/MANHATTAN Credit Card/MANHATTAN Co-Branded Card account(s) or purpose of financing/refinancing Mortgage Loan(s) with the Bank as well as loans provided by any member of the Standard Chartered Group.
4. The approval of the Program Loan and drawdown is subject to the following conditions having been met by the client to the Bank’s satisfaction prior to drawdown and throughout the continuance of the term of the Program Loan (unless otherwise specified by us) or so long as any sum remains outstanding:
 - A. The client provides the Bank with complete and accurate details of the outstanding sums/account details of the Other Loan(s). The client authorizes the Bank to use the approved loan amount (in part or the entire amount to be determined by the Bank at its sole discretion) to settle the total or part of the outstanding balances of the Other Loan(s) in accordance with the Bank’s instructions.
 - B. Where client’s undertakings are required under the Program Loan as may be determined by the Bank in its absolute discretion:
 - a) the Bank can choose to credit the approval loan amount in either way as provided for in i. or ii. below and the client must provide the termination records upon the Bank’s request:
 - i. any of the client’s outstanding amount of the Other Loan(s) and settles the same in full; the client must proceed to terminate the respective accounts within 2 weeks from the loan drawdown date, or
 - ii. the client’s designated account as instructed by the client, and the client must use the credited amount to settle the Other Loan(s) based on the requirements of the respective bank(s)/financial institution(s) under their relevant policies and procedures. The client must also terminate the respective accounts within 2 weeks from the loan drawdown date.
 - b) Should the above involve the termination of a credit card account, the client needs to furnish the Bank with the cut card for record upon the Bank’s request. The client shall bear any fees and charges incurred in connection with or occasioned by such termination.
 - c) In addition, the client must not re-activate or reapply for any of the accounts of the Other Loan(s) after its/their termination. The client must not apply for or drawdown any new unsecured credit facilities, or apply for or accept any increase in credit limit on any existing unsecured facilities within 12 months on or after the drawdown date of the Program Loan.
 - C. Where client’s undertakings are not required under the Program Loan, the Bank can choose to credit the approval loan amount in either way as provided for in i. or ii below and the client must provide the settlement records upon the Bank’s request:
 - i. any of the client’s outstanding amount of the Other Loan(s) and settles the same in full, or
 - ii. the client’s designated account as instructed by the client, and the client must use the credited amount to settle the Other Loan(s) based on the requirements of the respective bank(s)/financial institution(s) under their relevant policies and procedures within 2 weeks from the loan drawdown date.

Should the Bank found that the respective amount/accounts outstanding is not settled/terminated, the Bank will early terminate the Program Loan and demand full repayment of the Program Loan upon next due date. If full repayment is not made by the due date, a late fee of HKD1,000 will be incurred along with collection action to be carried out. All client's credit facilities will be permanently suspended (if applicable) and full payment will be demanded. The Bank reserves the right to take legal action such that client will be liable for all legal costs or refer the matter to our collection agency pursuant to the terms as set out in the Client Terms whereby client is subject to an additional collection charge of 30% of the outstanding amount of all the credit facilities of the Bank and all other costs and expenses incurred in the debt collection process.

5. The Bank may, in its sole discretion and also subject to the payment requirements of the Other Loans, disburse the approved loan amount in one or more than one of the manners set out below within five working days upon approval of the Program Loan:
 - i. directly pay part or all of the approved loan amount to settle the Other Loan(s). Client acknowledges that such other bank(s)/financial institution(s) may charge and/or deduct a handling fee for local telegraphic transfer from the relevant account;
 - ii. send the approved loan amount or the balance of the approved loan amount upon payment pursuant to clause (i) above (as the case may be) to the client's correspondent address by way of Cashier's Order(s); upon receiving the Cashier's Order(s), client must settle the Other Loan(s) accordingly; and/or
 - iii. disburse part or all of the approved loan amount to the repayment account(s) of the Other Loan(s) directly. The client must settle the Other Loan(s) by directing or authorising the other bank(s)/financial institution(s) to apply the approved loan amount deposited in the repayment account(s) to settle the Other Loan(s) and provide payment record(s) to the Bank upon request.
- The actual date of payment of the Other Loan(s) shall be determined by the other bank(s)/financial institution(s) according to their relevant policies and procedures. The Bank will not be liable for any interests, charges or penalties (if any) arising from or in connection with such payment.
6. The client shall continue to make payments to such other bank(s) / financial institution(s) in respect of the Other Loan(s) or other amounts owed to it/them until the Program Loan is approved and the amounts owed to such other bank(s)/financial institution(s) have been settled in full. The Bank will not be liable for any overdue payment, interest or charges incurred as a result of non-payment by the client of the amount owed to such bank(s)/financial institution(s).
7. The Bank reserves the right to amend, extend or terminate the Program Loan and any of the above terms and conditions from time to time. For any and all matters or disputes regarding the Program Loan, the Bank's decision shall be final and binding.
8. In case of discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail.

Preferential Interest Rate Remarks

The preferential interest rate is only applicable to clients who are not holding any Standard Chartered Credit Cards at the time of this application. The Bank reserves the right to determine the applicable interest rate and handling fee, and to approve a loan application, which is to be considered on a case-by-case basis in accordance with the client's credit records and other relevant factors as the Bank may consider in its absolute discretion.

Terms and Conditions relating to the Standard Chartered Personal Instalment Loan Debt Consolidation Program Promotion (the "Promotion")

A. General Terms & Conditions for the Promotion

1. Unless otherwise specified, the promotion period is valid from 17 June 2019 to 3 November 2019 (the "**Promotion Period**"). The Promotion consists of the offers in Sections B and C below (the "**Offers**").
2. Cash coupon ("**Coupon**") awarded under the Offers is not transferable, returnable or redeemable for cash. The use of the Coupon is subject to the terms and conditions as stipulated by the supplier of the Coupon (if applicable).
3. Clients understand and accept that the Bank is not the supplier of the products and/or services provided under or in connection with the Offers (including the Coupon). The Bank shall bear no liability relating to any aspect of such products and/or services including, without limitation, their quality, the supply, the descriptions of goods and/or services provided by the merchant, any false trade description, misrepresentation, mis-statement, omission, unauthorised representation, unfair trade practices or conduct in connection with the promotion of the Offers or in making available the Offers or the products and/or services under the Offers (including the Coupon), by the merchant, its employees, officers or agents.
4. The Bank reserves the right to alter, extend or terminate the Promotion and amend any of these terms and conditions at any time. In case of any disputes, the Bank's decision shall be final and binding.
5. If there is any consistency or conflict between the English and Chinese versions of these terms and conditions, the English version shall prevail.

B. Terms and Conditions for “Online Offer” (“Online Offer”)

1. Clients who successfully applied and drawdown a Program Loan online during the Promotion Period can enjoy up to HKD2,000 Coupon. The amount of the Coupon depends on the Program Loan amount, and the details are set out in the table below:

Program Loan Amount (HKD)	Coupon (HKD)
\$50,000 - \$199,999	\$400
\$200,000 - \$499,999	\$1,000
\$500,000 or above	\$2,000

2. The Coupon will be sent out by registered mail to the correspondence address of the client entitled to it as provided on the online application form in the third month after the Program Loan drawdown.
3. To be entitled to the Coupon, the Program Loan account of the client must be valid with no past due or unsatisfactory credit history as determined by the Bank in its sole discretion at the time of issuance of the Coupon.

C. Terms & Conditions for Online Application Service Pledge Offer (“Service Pledge Offer”)

1. The Bank offers an Online Application Service Pledge (“**Service Pledge**”) to clients applying for any Standard Chartered Personal Loans (including Personal Instalment Loan and Debt Consolidation Program) by successfully completing all the required data, including providing a valid mobile phone number, and submitting the online application forms via the Bank’s website at www.sc.com/hk.
2. Under the Service Pledge, for any online applications for Standard Chartered Personal Loans received before 12:00 noon of a business days, a designated staff of the Bank will follow up on the application with the client by calling the mobile phone number provided on the application form within the same day before 5:00 p.m. If the online application is received after 12:00 noon or during non business days, the designated staff of the Bank will follow up on the application with the client on the next business day before 2:00 p.m. If the Bank cannot successfully contact the client by the mobile phone number provided on the application form the above mentioned time, a notification SMS will be sent to the client’s mobile phone number provided on the application form within the same day. The language of notification SMS will be subject to the language of the client’s used in completing the application form.

The Bank received online applications	Bank Staff made follow-up calls
Before 12:00 noon on any business days	Same business day before 5:00 p.m.
After 12:00 noon on any business days or during non business days	Next business day before 2:00 p.m.

3. Where the Bank fails to contact the client by the mobile phone number provided as well as failing to send out the notification SMS to clients according to the pledge stated in point 2 above, a HK\$100 Cash Coupon (“Coupon”) will be offered to the client. The Coupon will be sent by mail to the client’s correspondence address provided on the application form, on or before 31 December 2019. As a condition to the Bank’s offer of the Coupon, the application for the Standard Chartered Personal Loan must not be cancelled by the client before the Bank’s final decision.
4. Whether a notification SMS successfully reach the client will be subject to the record of the SMS network provider of the Bank.
5. The Service Pledge is not available to those online applications with invalid/no correspondence address provided.