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渣打銀行

Mortgage Facility Terms 按揭服務條款

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Important notice

You need to read this document.

It sets out specific terms and conditions on which we agree to provide you with *mortgage facilities*. **You must read it in conjunction with our *letter of offer*, our Client Terms and any other documents forming our banking agreement.** To the extent of any inconsistency between these terms and our Client Terms, these terms prevail and if there is any inconsistency between the *letter of offer* and any other part of our banking agreement, then the terms in the *letter of offer* prevail.

Key words

The meaning of key words printed *like this* and other words used in our banking agreement is explained in our Client Terms. Some additional key words which apply to the *products* referred to in these terms are explained at the end of these terms.

重要提示

請您仔細閱讀本文件。

本文件載列我們的特定條款及細則，我們將根據此等條款及細則向您提供按揭服務。本文件須與構成我們銀行協議的**要約書、客戶條款及任何其他文件一併閱讀**。本條款與客戶條款如有任何不符，概以本條款為準。要約書與我們銀行協議的任何其他部分如有任何不符，概以要約書所載的條款為準。

關鍵詞

以此格式呈現的關鍵詞涵義和我們銀行協議內所用其他詞語的涵義於客戶條款中闡述。適用於本條款所述**產品**的若干其他關鍵詞在本條款結尾處定義。

Part A - Getting started

1 Our mortgage facilities

A list of *mortgage facilities* we offer are available at our branches and our website.

You should contact us to discuss which *mortgage facility* suits your personal banking needs. We can also explain the features and terms of our *mortgage facilities*.

2 Application

When you decide on the *mortgage facility* that suits you, you need to fill in an *application* and give us any other documents or information we require to assess the *application*.

3 Letter of offer

If we approve your *application*, we issue a *letter of offer*. If you want to accept our *letter of offer* you need to do so in accordance with the procedures set out in the *letter of offer*.

4 Pre-conditions to use

Before you can use a *mortgage facility* you must:

- comply with the requirements we specify from time to time and any other pre-conditions we specify in our banking agreement;
- unless otherwise stated in our *letter of offer*, have paid all our costs in connection with the *mortgage facility*. (We may deduct any fees payable from funds drawdown);
- have opened or maintain a *nominated account* or any other *account* we specify with us. These *accounts* must be maintained at all times for the purposes of the *mortgage facility*. For example, if you have a *MortgageOne*[®] *facility*, we require you to open and maintain a *MortgageOne*[®] *account*;
- have satisfied our insurance requirements, the requirements of the insurer and, unless we agree to finance them, paid the premiums due including, if we require you to have *mortgage insurance*, the *premium amount*. For example, we usually require the *property* is insured against fire and other risks we specify for an amount equal to the *loan* or reinstatement value;

A 部 - 入門

1 我們的按揭服務

我們提供的按揭服務詳情可於我們的分行及網站索取。

請您與我們聯絡，討論哪種按揭服務適合您的個人理財需要。我們亦會向您解釋我們按揭服務的特點及條款。

2 申請

當您選擇了合適的按揭服務後，請填寫一份申請，並提供有關所需文件或資料，以便我們進一步處理您的申請。

3 要約書

若您的申請獲批准，我們則會發出要約書。若您願意接受要約書，則需按照要約書中所載程序而行。

4 使用的前提條件

在使用按揭服務前，請您必須：

- 遵守我們不時訂定的要求以及我們的銀行協議中訂定的任何其他前提條件；
- 除我們要約書中另有列明者外，向我們支付按揭服務的所有收費。（本行可從提取的資金中扣除任何應付費用）；
- 在本行開立或維持指定戶口或我們訂定的任何其他戶口。該等戶口必須為按揭服務時刻保持開立狀態。例如，若您擁有 *MortgageOne*[®] 服務，我們即會要求您開立及維持 *MortgageOne*[®] 增值按揭戶口；
- 達到我們的保險要求、保險公司的要求以及支付到期保費（除非我們同意提供融資），包括（若我們要求您購買按揭保險）保費金額。例如，我們通常要求按相當於貸款或重建價的金額為物業購買火險及我們規定的其他險種；

- provide us with all *securities* in the form and substance we require including all documents we consider necessary to ensure the *security* is effective. For example, we usually require a mortgage or legal charge over the *property* and confirmation of satisfactory title to the *property*; and
- provide us with all other documents or information we reasonably require.

Each item must be in form and substance satisfactory to us, our lawyers and our consultants (including evidence of stamping (if applicable) and if a document is not an original document it must be certified in the manner we require as being a true and up to date copy of the original).

- 4.1 We need not provide any funds to you or otherwise allow you to use the *mortgage facility* if:
- any of the circumstances in clause 2 (Pre-conditions to use of any product) of the Client Terms exists; or
 - the results of any searches, requisitions or other enquiries in connection with you, any *security provider* or the *property* are not in form and substance satisfactory to us, our lawyers or consultants.

5 Your limit

You may only draw on a *mortgage facility* up to the *limit*. We may cancel or vary the *limit* at any time without notice to you.

6 Conversion

If you want to convert a *mortgage facility* to another type of *mortgage facility* we offer, please contact us to discuss the available options. If we agree to a conversion it must be on terms satisfactory to us (including payment of fees and costs).

- 按我們要求的形式及內容向我們提供所有抵押，包括認為須要的所有文件，以確保抵押為有效。例如，我們通常要求以物業作按揭或法律押記亦須確實物業業權為妥善；及
- 向我們提供合理要求的所有其他文件或資料。

每一項均需符合我們、我們的律師及我們的顧問所要求的形式及內容（包括印花稅證明（如適用），如有關文件並非原件，則必須以我們要求的方式證明該文件屬真實並符合當時現況。

- 4.1 在以下情況，我們無需向您提供任何資金或以其他方式允許您使用按揭服務：

- 存在客戶條款第2條（使用任何產品的前提條件）所載的任何情況；或
- 有關您、任何抵押提供者或物業的任何搜尋、所有權查詢或其他調查結果在形式及內容上不符合我們、我們的律師或顧問的要求。

5 您的限額

您僅可動用不超過限額的按揭服務。我們可隨時取消或更改限額，而無需通知您。

6 轉換

若您希望將一種按揭服務轉換為我們提供的另一種按揭服務，請與我們聯絡，討論可供選擇的方案。若我們同意進行轉換，則必須按另我們滿意的條款進行（包括支付費用及收費）。

Part B - Mortgage Loans - General

This Part B sets out terms which apply to each *mortgage facility* which must be repaid in full at the end of its term as stated in the *letter of offer*. It does not apply, for example, to a *mortgage overdraft*.

Part C includes additional terms which apply if your *mortgage facility* is a *MortgageOne® facility*, a *MortgageOne® Optimizer facility* or a *linking facility*.

Part D sets out terms which apply if you have a *mortgage overdraft*.

Part E sets out terms which apply if your mortgage facility is a mortgage facility with mortgage deposit linked feature.

Part F sets out additional terms which apply if, for example, you are required to have *mortgage insurance*.

7 Funding

Purpose

7.1 You must use the *mortgage facility* to assist with the purchase of a property as a private residence for you and/or your immediate family only (or if you are a limited company, society or partnership, as the private residence of one of your directors, officers, partners and their immediate family), or as otherwise approved by us.

Requesting funds

7.2 If you want us to provide you with funds, you may do so by a written request in the form we require.

How we provide the funds

7.3 We pay the funds to you as directed by you or your agent, except to the extent that we require otherwise. For example, if the *mortgage facility* is provided in connection with a *government housing scheme*, we provide funds in accordance with the requirements of the *government housing scheme*.

Availability period

7.4 If the *letter of offer* states an availability period, each request for funds must be made during the availability period. Any unused portion of the *limit* at the end of the availability period is automatically cancelled.

B 部 - 按揭貸款 - 一般事項

本B部所載條款適用於要約書內所載的期限結束時必須悉數償還的每項按揭服務，但並不適用於其他服務如按揭透支。

若您的按揭服務為MortgageOne®服務、MortgageOne® Optimizer服務或關連服務，則C部載列適用的額外條款。

D部載列按揭透支的適用條款。

E部載列若您的按揭服務為按揭服務連同按揭存款掛鈎服務的適用條款。

若您需投保按揭保險，F部載列適用的額外條款。

7 資金

目的

7.1 您必須將按揭服務用於協助購買物業，該物業僅可供您及／或您直系親屬作自住用途(或若您為有限公司、社團或合夥公司，則物業僅可供您的股東、職員、合夥人及其直系親屬作自住用途)，或我們另行批准的其他用途。

申請資金

7.2 若您希望我們提供資金，您需按我們要來的格式提交書面申請。

我們如何提供資金

7.3 我們按您或您代理人的指示提供資金，我們另行要求除外。例如，若按揭服務乃因應政府房屋計劃而提供，我們將按政府房屋計劃的要求提供資金。

提供期

7.4 若要約書列明提供期，則所有資金申請均必須在提供期內提出。提供期結束時，限額中任何未使用部分均自動取消。

8 Interest, fees and charges

Interest - general

- 8.1 You must pay interest on the *loan* monthly in arrears (or as otherwise set out in our *letter of offer*) at the rate set out in the *letter of offer* or at any other rate we determine. Despite the terms of our *letter of offer*, the interest rate we charge cannot be less than 0% per annum at any time.
- 8.2 If we grant you a *mortgage facility* under a government housing scheme, you must pay interest on the mortgage facility at the rate determined in accordance with the terms of the *government housing scheme*.
- 8.3 Unless otherwise stated in our *letter of offer*, interest accrues on a daily basis and is calculated on the basis of a 365 day year (a 366 day year in the case of a leap year) (as determined by reference to usual market practice for the relevant currency).
- 8.4 Interest is payable on the dates set out in the *letter of offer* or otherwise in our banking agreement.
- 8.5 Any overdue payment incurs interest at the *default rate* set out in the *letter of offer* or otherwise in our banking agreement (see "Interest, fees and costs" in the Client Terms).
- 8.6 We may vary the interest rate, the basis for calculating the interest rate (including any base lending rate or other reference rate) and the margin without notice to you.

Interest - MortgageOne®

- 8.7 If you have a *MortgageOne® facility*, we calculate the *MortgageOne® net balance* each day. The monthly interest you must pay on the *loan* provided under the *MortgageOne® facility* is the interest which accrues for the month on the *MortgageOne® net balance*. If, on a particular day, the amount in your *MortgageOne® account* is more than the *balance owing* for the *MortgageOne® facility*, no interest is payable on the *loan* for that day.

No interest is payable on the credit balance in your *MortgageOne® account*.

Mortgage Saver

- 8.8 If you have a *Mortgage Saver*, deposit in your *Mortgage Saver Current Account* (up to our pre-determined percentage of the mortgage loan

8 利息、費用及收費

利息 – 一般事項

- 8.1 您必須按*要約書*所載利率或我們釐定的任何其他利率逐月(或按我們*要約書*所載其他方式)就貸款支付利息。即使我們*要約書*條款另有規定,我們收取的利率在任何時候均不會低於每年0%。
- 8.2 若我們根據政府房屋計劃向您提供按揭服務,您必須按政府房屋計劃的條款釐定的利率支付按揭服務利息。
- 8.3 除我們*要約書*另有列明外,利息逐日累算,按一年365日基準而計算(如屬閏年則為一年366日)(參照有關貨幣的一般市場慣例釐定)。
- 8.4 利息須於*要約書*或我們銀行協議其他部分所列的日期前支付。
- 8.5 任何逾期款項均須按*要約書*或我們銀行協議其他部分所列拖欠利率支付利息(請參閱客戶條款的「利息、費用及收費」)。
- 8.6 我們可修改利率、利率的計算基準(包括基礎借款利率或其他參考利率)及息差而無需事先通知您。

利息 - MortgageOne®

- 8.7 若您選用*MortgageOne®服務*,我們逐日計算*MortgageOne®貸款淨餘額*。根據*MortgageOne®服務*提供的貸款的月利息按*MortgageOne®貸款淨餘額*逐月累算。若某日,您*MortgageOne®增值按揭戶口*中的金額超出*MortgageOne®服務*的欠款結餘,則無需支付該日的貸款利息。

我們概不為您*MortgageOne®增值按揭戶口*中的正數結餘支付利息。

「置業息」按揭計劃

- 8.8 如您選用「置業息」按揭計劃,「置業息」

outstanding principal) will accrue the same interest rate that applies to your mortgage loan outstanding principal on any particular day. The interest accrued (if any) on your *Mortgage Saver Current Account* shall be applied towards reducing the mortgage loan outstanding principal on a monthly basis. There will not be any interest accrual in the *Mortgage Saver Current Account* after the mortgage loan outstanding principal has been repaid in full.

Any deposit in your *Mortgage Saver Current Account* in excess of the aforementioned percentage will not accrue interest.

We may, at any time in our sole discretion change the aforementioned percentage of the mortgage loan outstanding principal.

Fees and charges - general

- 8.9 The fees and costs for each *mortgage facility* are set out in the *letter of offer* or the *tariff sheet*. They are also available by contacting us at any of our branches, by phone banking or by visiting our website.
- 8.10 You must pay legal costs in connection with the preparation of *securities* and other documents and a title investigation. You must do so whether or not a *mortgage facility* is offered to you.
- 8.11 We may vary or withdraw our *letter of offer* at any time before any funds are made available to you despite any purported acceptance by you.
- 8.12 The arrangement fee as stated in the *letter of offer* is payable by you to us on demand. It is payable whether or not the *letter of offer* is accepted or funds are provided.

Fees and charges - MortgageOne®

- 8.13 If you have a *MortgageOne® facility*, in addition to any other fees stated in our banking agreement, we charge you a monthly fee if, over a month, the average *MortgageOne® net balance* as a percentage of the loan is more than the trigger level percentage set out in the *letter of offer*. This is debited against your *MortgageOne® account*.

9 Facility term

- 9.1 The term of a *mortgage facility* commences on the date of first drawdown and continues for the period stated in the *letter of offer*.

往來存款戶口內之存款結餘（最高達至我們預定的按揭貸款剩餘本金之百分率）可享等同樓宇按揭貸款年利率。存款額所獲得的利息（如有）將每月用來償還您按揭貸款剩餘本金。在本金全數償還後，「置業息」往來存款戶口將不再獲得任何利息。

在您「置業息」往來存款戶口的任何存款結餘超逾上述的百分率將不會獲得利息。

我們可能，在任何時間由我們全權決定更改您上述按揭貸款剩餘本金之百分率。

費用及收費 – 一般事項

- 8.9 各按揭服務的費用及收費情況均載於要約書內或收費表中。您可親往我們任何分行、透過電話銀行或瀏覽我們網站，索取要約書及收費表。
- 8.10 您必須就準備抵押及其他文件以及擁有權調查支付法律費用。無論我們是否向您提供按揭服務，您均須支付此費用。
- 8.11 於向您提供任何資金前，我們可隨時更改或撤回我們的要約書，即使您已聲稱接受該要約書。
- 8.12 您應按要求向我們支付要約書中所列的安排費，不論您是否接受該要約書，亦不論我們是否提供資金。

費用及收費 – MortgageOne®

- 8.13 若您擁有 *MortgageOne®* 服務，並且平均 *MortgageOne®* 貸款淨餘額佔貸款的比例超過要約書所列觸發比例，時間超過一個月，我們將會在我們銀行協議所列任何其他費用基礎上向您收取月費。該款項將從您的 *MortgageOne®* 增值按揭戶口中扣除。

9 服務期限

- 9.1 按揭服務的期限自首個提取日開始，一直持續至要約書所列期間終止。

9.2 The *letter of offer* may allow the original term of the *mortgage facility* to be extended up to a maximum period. This is to allow the instalment amount to be maintained despite any change in the interest rate (see clause 10.5 below).

10 Repayment

Repayment by instalments

10.1 If the *letter of offer* states that you must repay the *mortgage facility* in instalments, we notify you the amount of the instalment and each instalment payment date. Any *balance owing* for the *mortgage facility* (after payment of all instalments) must be repaid on the final payment date we notify you.

10.2 If you have not fully drawn down the *mortgage facility* (that is, you have not used up all of your *limit*) by the end of any availability period stated in the *letter of offer*, we may vary the instalment amount, the number of the instalments and the term of the *mortgage facility*.

10.3 If the *mortgage facility* is provided to finance construction or renovation, you may not be required to pay instalments until a date stated in the *letter of offer* or another date we notify you.

10.4 You must pay the instalments even if you do not withdraw all or any of the *loan* we deposit in the *nominated account*.

10.5 If we vary the interest rate on the *mortgage facility*, we may vary the instalment amount and the number of instalments.

The right to vary instalments is in addition to our other rights to vary as set out in our banking agreement. See, for example, the relevant clause(s) in relation to variation of our banking agreement in the Client Terms.

Methods of instalment repayment

10.6 The instalment repayment structure for the *mortgage facility* is stated in the *letter of offer*.

10.7 If the *letter of offer* states that the straight line repayment method applies, you pay regular instalments of a fixed amount throughout the whole repayment term. The interest portion of the repayment instalment gradually decreases and the principal portion gradually increases as the *mortgage facility* is repaid.

9.2 要約書可能允許將按揭服務的原始期限延長至最長期間。這樣，即使利率發生任何變動，供款金額仍可保持不變(請參閱下文第10.5條)。

10 還款

分期還款

10.1 若要約書中列明您必須分期償還按揭服務，我們將通知您供款的金額及各到期繳款日。按揭服務的任何欠款結餘(在繳付全部供款後)須於我們通知您的最終繳款日前償還。

10.2 若於要約書所列提供期結束時，您未全數提取按揭服務(即您未用完您的全部限額)，我們可修改供款金額、供款次數及按揭服務的期限。

10.3 若按揭服務將用於建設或翻新融資，則於要約書所列日期或我們通知您的其他日期前，我們不會要求您支付供款。

10.4 即使您未提取我們存於指定戶口的全部或任何貸款，您仍須支付供款。

10.5 若我們更改按揭服務的利率，我們亦將相對地更改供款金額及供款次數。

更改供款的權利是對我們銀行協議所列其他更改權的補充。請參閱客戶條款中有關本行銀行協議的修訂的相關條款。

分期還款的方式

10.6 按揭服務的分期還款結構載於要約書內。

10.7 若要約書列明定額供款還款方式適用，則您在整段還款期間須按固定金額支付定期供款。隨著按揭服務的償還，償還供款的利息部分逐漸減少，本金部分逐漸增加。

- 10.8 If the *letter of offer* states that the graduated repayment method applies, each year the instalment amount increases by the percentage you and we agree. This increase is applied in addition to any variation in the instalment amount as a result of a change in the interest rate. However, we may at any time determine that it is inappropriate to increase the instalment amount.
- 10.9 If the reducing balance repayment *method* applies, each year the instalment amount decreases by the percentage you and we agree. This decrease is applied in addition to any variation in the instalment amount as a result of a change in the interest rate.
- 10.10 If the *letter of offer* states that the interest only repayment method applies, during the interest only period the amount of each monthly instalment is the sum of any unpaid interest charges which have accrued on the *account* for the *mortgage facility* for the month.
- At the end of the interest only period instalments, the *mortgage facility* converts to principal and interest instalments. We notify you the new instalment amount at the end of the interest only period.
- 10.11 If you ask, we may agree to defer a particular monthly instalment. If this happens, you must pay the additional interest which accrues on the deferred instalment amount on terms we notify you.

Bullet repayment

- 10.12 If the *letter of offer* states that the bullet repayment method applies, you must repay the *balance owing* for the *account* for the *mortgage facility* on the last day of the term of the *mortgage facility*.

Statements

- 10.13 We issue a statement to you annually for the *mortgage facility*. However, if you have other *accounts* with us and have opted for a consolidated statement, you will receive the consolidated statement on a monthly basis.

When you must repay in full

- 10.14 On the last day of the term of the *mortgage facility*, to the extent there is any *balance owing* for the *account* for the *mortgage facility*, you must repay that *balance owing*.

- 10.8 若要約書列明慳息慳年還款方式適用，則供款金額每年將按您與我們議定的比例增加。該增加額將額外附加於因利率變動導致我們的任何供款金額。但我們可隨時決定此乃不適當增加供款金額的舉動。
- 10.9 若遞減供款還款方式適用，供款金額每年均按您與我們議定的比例減少。該減少額將額外附加於因利率變動導致的任何供款金額。
- 10.10 若要約書列明淨息供款還款方式適用，則在淨息供款期間，每月供款金額為按揭服務戶口該月應計的任何未付利息費用的數額。
- 於淨息供款期末，按揭服務供款將轉換為本金及利息供款。我們將會於淨息供款期末通知您新的供款金額。
- 10.11 若您要求，我們可同意延付特定月供款。如發生此情況，您必須按我們通知您的條款支付延付供款金額應計的附加利息。

一次性償還

- 10.12 若要約書列明一次性償還方式適用，您必須於按揭服務期限的最後一日償還按揭服務戶口中的欠款結餘。

結單

- 10.13 我們會每年就按揭服務向您發出結單。但若您在我們開立有其他戶口，並選擇收取綜合結單，您將每月收到綜合結單。

您必須全數償還的情況

- 10.14 於按揭服務期限的最後一天，如按揭服務的戶口中存在任何欠款結餘，您必須償還該欠款結餘。
- 10.15 即使我們銀行協議中訂有任何其他期

10.15 Despite any other term of our banking agreement, we may ask you to repay all or part of the *balance owing* for the *account* for the *mortgage facility* and all other amounts owing to us in connection with the *mortgage facility* at any time. If we do so, you must immediately pay the amount we demand.

10.16 Before we discharge any *security*, you must pay all fees and costs payable in connection with the final settlement of your *mortgage facility* (such as discharge fees and costs).

11 Prepayment

11.1 You may prepay all or part of the *mortgage facility* if:

- you give us reasonable notice in writing. If we grant you a *mortgage facility* under a *government housing scheme*, you must give us notice in writing in accordance with the terms of the *government housing scheme*;
- the prepayment amount complies with any minimum or maximum amount we specify;
- you prepay only part of the *loan*, you maintain a minimum loan balance we specify;
- when you prepay, you also pay all accrued but unpaid interest, fees and costs in connection with the *mortgage facility* (including any early redemption or repayment fees as set out in the *letter of offer* or *tariff sheet* and *costs* in connection with the prepayment);
- you have a *mortgage facility* under a *government housing scheme*, you comply with all the requirements of the government authority in connection with your prepayment of the *mortgage facility*; and
- you comply with any other requirements stated in the *letter of offer*. In some cases this may require our consent before you make a prepayment.

If you are unable to give us reasonable notice of prepayment, we may also require you to pay us an amount equal to one month's interest on the *mortgage facility*.

11.2 An amount prepaid reduces the remaining instalments due by the amount prepaid.

限，我們亦可隨時要求您償還按揭服務戶口中的全部或部分欠款結餘，及就按揭服務欠付我們的所有其他款項。若我們提出此要求，您必須立即支付我們要的款項。

10.16 在我們解除任何抵押前，您必須支付與悉數清償您按揭服務相關的所有應付費用及收費（如注銷按揭契費用及收費）。

11 提前還款

11.1 您可在下述情況下提前償還全部或部分按揭服務：

- 您給予我們合理的書面通知。若我們根據政府房屋計劃向您提供按揭服務，則您必須根據政府房屋計劃條款向我們發出書面通知；
- 提前還款金額符合我們訂定的任何最低或最高金額；
- 您只提前償還部分貸款，仍保留我們訂定的最低貸款餘額；
- 您提前還款時，亦須就按揭服務支付所有應計而未付的利息、費用及收費（包括要約書或收費表中列明的任何提前清還或還款費及與提前還款相關的收費）；
- 您根據政府房屋計劃擁有按揭服務，您須符合政府機構就提前償還按揭服務提出的所有要求；及
- 您符合要約書中列明的任何其他要求。在某些情況下，在您提前還款前可能需獲得我們同意。

若您無法向我們提供合理的提前還款通知，我們亦可要求您向我們支付相當於按揭服務一個月利息的款額。

11.2 提前償還的金額以抵償剩餘的欠付供款中的同等金額。

11.3 We will give you a revised instalment schedule.

Right to reborrow

11.4 You may only reborrow an amount prepaid if our *letter of offer* states that the *mortgage facility* permits reborrowing (known as a revolving loan) and if you satisfy any conditions we require to permit reborrowing.

11.5 Amounts prepaid under a *MortgageOne*® *facility* may be reborrowed provided the limit is not exceeded.

11.6 Any amount you reborrow forms part of the *loan*.

12 Review, cancellation, termination, suspension

In addition to the terms below, our Client Terms and the *letter of offer* set out our right to review the terms of your *mortgage facility*, when you and we may end or suspend your use of any product and what you need to do if that happens (including immediate payment of the *balance owing* for the *account* for the *mortgage facility*). They also set out our enforcement rights. See, for example, Parts A and H of the Client Terms.

Your right to cancel

12.1 You may cancel a *mortgage facility* by giving us reasonable notice in writing. However, we may charge you a cancellation fee (see the *letter of offer* and the *tariff sheet*).

MortgageOne® cancellation

12.2 We may cancel a *MortgageOne*® *facility* at any time if the *MortgageOne*® *facility* net balance is zero or positive. If we do so within one year from the drawdown of the *loan*, we may charge you a cancellation charge and an early redemption administration fee (see the *letter of offer* and the *tariff sheet*).

Mortgage Saver Cancellation

12.3 We may, at any time in our sole discretion terminate the *Mortgage Saver* and convert your mortgage loan to another type of mortgage facility.

11.3 我們將向您提供經修訂的供款表。

循環再借權利

11.4 僅適用於我們要約書中列明按揭服務允許循環再借(被稱為循環貸款)的情況下,並且您符合我們就允許循環再借要求的任何條件時,您方可循環再借提前償還的款項。

11.5 若未超出限額,則可循環再借於 *MortgageOne*® 服務下提前償還的款項。

11.6 您循環再借的任何金額均構成貸款的一部分。

12 檢討、取消、終止、暫停

除以下條款外,我們的客戶條款及要約書亦載列我們檢討您已選用的按揭服務條款的權利、您及我們可終止或暫停您對任何產品的使用之情況,以及您在有關情況下需採取的行動(包括立即繳付按揭服務戶口欠款結餘)。其中亦載列我們的強制執行權。請參閱客戶條款A部及H部。

您的取消權

12.1 您可透過向我們發出合理書面通知取消按揭服務。但我們可向您徵收取消費(請參閱要約書及收費表)。

取消 MortgageOne®

12.2 若 *MortgageOne*® 服務的淨餘額為零或正數,我們可隨時取消 *MortgageOne*® 服務。若我們在貸款提取一年內取消服務,我們可向您徵收取消費及提早贖回物業行政費(請參閱要約書及收費表)。

取消「置業息」按揭計劃

12.3 我們可能,在任何時間由我們全權決定中止「置業息」按揭計劃並轉換您的按揭貸款至另一種按揭產品。

Part C - Linking facilities

This Part C applies to all *linking facilities*.

A *linking facility* has features which may apply to *linked deposit accounts* and/or *nominated mortgage facilities*. These features are intended to allow you to optimise benefits from your banking relationship with us.

You and each *participant* should monitor the balance of your *linked deposit accounts* and *nominated mortgage facilities* to ensure the best overall result.

13 Linking accounts

13.1 If you have a *linking facility*, in your *application*, you and each *participant* must:

- nominate the *linked deposit accounts*; and
- for each *linked deposit account*, specify the *bonus interest portion* it is to receive.

13.2 By agreeing to linking arrangements, you and each *participant* authorise us to apply, transfer or release any funds in a *linked deposit account* or a *nominated mortgage facility* and, if applicable, pay *normal interest* or *bonus interest* on the terms set out in our banking agreement.

14 Mortgage Saver Current Account

We do not allow you to use an overdraft facility on a *Mortgage Saver Current Account*. The terms related to overdraft facility stated in *Current/Cheque/Savings Account* and *Time Deposit Account Terms* do not apply to a *Mortgage Saver Current Account*. Each *Mortgage Saver Current Account* links to one *Mortgage Saver* only and cannot be the *mortgage deposit linked account* or the repayment account for another mortgage facility, for instance, *MortgageOne*[®].

15 Statements

We issue a monthly LinkOne™ statement to the correspondence address agreed by you and the *participants*.

16 Closure, delinkage or cancellation

16.1 Each *participant* may, without your consent or the consent of the other *participants*:

- close their own *linked deposit account*;

C部 – 連繫戶口服務

本C部適用於所有連繫戶口服務。

連繫戶口服務的特點同樣適用於連繫存款戶口及/或指定按揭服務。該等特點旨在允許您從您與我們的銀行關係中獲得最佳利益。

您及每名參與人有需要監控相關連繫存款戶口及指定按揭服務的餘額，以確保獲得最佳的整體效果。

13 連繫戶口

13.1 若您擁有連繫戶口服務，您及每名參與人均須在您的申請中：

- 指定連繫存款戶口；及
- 就每個連繫存款戶口，指定其收取的可享紅利部分。

13.2 根據同意連繫戶口安排，您及每名參與人授權我們向連繫存款戶口或指定按揭服務中應用、轉讓或發放任何資金，及按我們銀行協議中所列條款支付正常利息或可享紅利（如適用）。

14 「置慳息」往來存款戶口

本行不允許閣下於「置慳息」往來存款戶口使用透支服務。因此，於往來/支票/儲蓄戶口及定期存款戶口條款有關透支服務條款在此並不適用。每一個「置慳息」往來存款戶口只可以連繫一個「置慳息」按揭計劃，而且不能作為按揭存款掛鈎服務戶口或其他按揭計劃的還款戶口，例如 *MortgageOne*[®]。

15 結單

我們向您及參與人同意的通訊地址寄送 LinkOne™ 月結單。

16 結束、脫鈎或取消

16.1 每名參與人均可在不經您同意或其他參與人同意的情况下：

- 結束其自身的連繫存款戶口；

- delink their own *linked deposit account* from the other *linked deposit accounts* or from the *nominated mortgage facility*;
- cancel the *interest offset function* for their own *linked deposit account*.

You may do any of these things in respect of any *linked deposit account* (whether in your name or another person's name). Each *participant* authorises you to do so.

We may continue to process any transactions relating to the *linked deposit accounts* until the relevant *accounts* have been effectively closed or delinked. We will notify you when they have been closed or delinked.

16.2 We may at any time:

- terminate or suspend the *linking facility*;
- delink any of the *linked deposit accounts* or any *nominated mortgage facility*.

We credit to an *account* nominated by you or the relevant *participant* any accrued interest at the time of closure, delinkage or termination.

17 Fees and charges

You and each *participant* (in the case of a *linking facility*) authorise us to deduct all fees and costs from the *nominated account*.

- 將其自身的連繫存款戶口與其他連繫存款戶口或指定按揭服務脫鉤；
- 取消其自身連繫存款戶口的利息抵銷功能。

您可對任何連繫存款戶口(無論以您的名義或其他人士的名義)採取上述措施。每名參與人均授權您如此處理。

我們可繼續處理有關連繫存款戶口的任何交易，直至相關戶口已有效結束或脫鉤。我們將於結束或脫鉤時通知您。

16.2 我們可隨時：

- 終止或暫停連繫戶口服務；
- 脫鉤任何連繫存款戶口或任何指定按揭服務。

我們會於結束、脫鉤或終止時向您或有關參與人指定的戶口記入任何應計利息。

17 費用及收費

您及每名參與人(如為連繫服務)授權我們從指定戶口中扣除所有費用及收費。

Part D - Mortgage overdrafts

This Part D applies to all *mortgage facilities* that are provided by way of overdraft.

18 Using your mortgage overdrafts

Purpose

18.1 You must use the *mortgage overdraft* only for the purpose set out in the *letter of offer* or as otherwise approved by us.

How we provide funds

18.2 We make funds available to you through the *account* for the *mortgage overdraft* in accordance with our usual practice from time to time. This must be an *account* of a type we specify. We may change this *account* at any time for any reason.

19 Exceeding your mortgage overdraft limit

Sometimes we may allow you to draw in excess of the *limit*. If we allow you to do so:

- this is not a waiver of our right to require your *mortgage overdraft* to be maintained within the *limit*;
- you must repay the excess immediately; and
- a higher interest rate is payable on the excess until it is repaid (see clause 21.5).

20 Interest, fees and charges

Interest

20.1 We charge interest on that part of the *balance owing* for the *account* for the *mortgage overdraft* which is within the *limit* at the rate set out in the *letter of offer* or any other rate we determine.

20.2 Interest may be charged at different rates for different parts of the *balance owing* for the *account* for a *mortgage overdraft*.

20.3 Unless otherwise stated in our banking agreement, interest accrues on a daily basis and is calculated on the basis of a 365 day year (a 366 day year in the case of a leap year) (as determined by reference to usual market practice for the relevant currency).

D部 – 按揭透支

本D部適用於透過透支提供的所有按揭服務。

18 使用您的按揭透支

目的

18.1 您只可就要約書內所載的目的或我們批准的其他目的使用按揭透支。

我們如何提供資金

18.2 我們將按照我們不時的慣常做法透過按揭透支的戶口向您提供資金。該戶口必須為我們訂定的類型。我們可隨時出於任何原因更改該戶口。

19 超出您的按揭透支限額

有時，我們可允許您超出限額提款。若我們允許您超出限額提款：

- 並不表示放棄我們要求您在限額內按揭透支的權利；
- 您必須立即償還超出部分；及
- 應就超出部分徵收較高的利率，直至該超出部份償還完畢（請參閱第21.5條）。

20 利息、費用及收費

利息

20.1 我們對於按揭透支戶口中在限額以內的欠款結餘部分，將以要約書中所列明之利率或我們釐定的任何其他利率而收取利息。

20.2 我們對於按揭透支戶口中的不同欠款結餘部分可徵收不同的利率。

20.3 除我們銀行協議另有列明外，利息乃逐日累積計算，並按一年365日基準而計算（如屬閏年則為一年366日）（參照有關貨幣的一般市場慣例釐定）。

Minimum interest amount

20.4 If the interest payable is less than any minimum interest amount we specify, you must pay the minimum interest amount instead.

Default interest

20.5 If the *balance owing* exceeds the *limit* (with or without our approval), we charge interest on that excess at the *default rate* (which is higher than the usual interest rate).

20.6 We also charge interest at the default rate on any overdue amount (including if you do not pay the minimum monthly repayment when due).

When interest is payable

20.7 Interest is debited from the *account* for the *mortgage overdraft* in arrears on the last banking day of each month and on the day when all amounts owing in connection with the *mortgage overdraft* are fully paid, or at any other times we determine.

Fees

20.8 The fees and costs for your *mortgage overdraft* (such as processing fees, commitment fees and renewal fees) are set out in the *letter of offer* or the *tariff sheet*.

No credit interest

20.9 No interest is payable on any credit balance in an *account* for a *mortgage overdraft*.

21 When you must repay in full

Despite any other term of our banking agreement, we may ask you to repay all or part of the *balance owing* for the *account* for the *mortgage overdraft* at any time. If we do so, you must immediately pay the amount we demand.

22 Repayment**Minimum monthly repayment**

22.1 On or before the due date set out in the statement we issue for a *mortgage overdraft*, you must pay at least the minimum monthly repayment as set out in the statement. Alternatively, you may pay the *balance owing*

最低利息額

20.4 倘若應支付的利息低於我們規定的任何最低利息額，您必須支付最低利息額。

拖欠利息

20.5 若欠款結餘超出限額(無論是否經我們批准)，我們將就超出部分按拖欠利率(高於正常利率)而計算利息。

20.6 我們亦可就任何逾期款項(包括若您到期未付的每月最低付款額)按拖欠利率而計算利息。

利息到期時

20.7 利息將於每個月的最後銀行日及與按揭透支有關的所有欠付金額均需全數償還時或我們決定的任何其他時間，從您的按揭透支戶口扣除。

費用

20.8 您按揭透支的費用及收費(如手續費、承諾費及續期費)載列於要約書或收費表中。

無存息

20.9 我們概不會就按揭透支戶口中的任何正數結餘計算利息。

21 您必須全數償還的情況

即使我們銀行協議中載有任何其他期限，我們亦可隨時要求您償還按揭透支戶口中的全部或部分欠款結餘。若我們提出此要求，您必須立即支付我們要求的款項。

22 還款**每月最低付款額**

22.1 您須於我們就按揭透支發出的結單所示到期繳款日或之前，最少支付結單所示的每月最低付款額。您亦可支付結單所

for the *account* for the *mortgage overdraft* as set out in the statement.

22.2 Your liability to us remains even if, for any reason, you do not receive your periodic statement.

Calculation of minimum monthly repayment

22.3 We calculate the minimum monthly repayment in accordance with our usual practice. Please refer to the *letter of offer* or contact us for further information.

Methods of repayment

22.4 We advise you of the manner in which you must repay any repayment on the *mortgage overdraft*. For example, we may ask you to designate an account for repayment by direct debit and give us documents to facilitate direct debit from that account.

22.5 You must comply with our usual requirements for the applicable payment method, including any set out in this clause.

22.6 The proceeds of any payment instrument are taken into account in determining the funds available for drawdown on your *mortgage overdraft* only after the payment instrument is cleared.

What happens if you do not pay

22.7 If we do not receive the minimum monthly repayment on or before the due date:

- you may not use the *mortgage overdraft* until the minimum monthly repayment has been paid; and
- we may suspend your use of the *mortgage overdraft*.

How we apply payments

22.8 We may use amounts we receive under our banking agreement to pay amounts you owe us in the following order or any order we choose:

- interest and costs as set out in the *letter of offer*, the *tariff sheet* or elsewhere in our banking agreement; then
- costs in connection with enforcing any debt you owe us; then

示按揭透支戶口的欠款結餘。

22.2 即使您基於任何原因而沒有收到您的定期結單，您對我們所負的責任概不受任何影響。

每月最低付款額的計算

22.3 我們根據慣常做法計算每月最低付款額。詳情請參閱要約書，或聯絡我們索取更多資料。

還款方法

22.4 我們會通知您償還任何按揭透支的方法。舉例而言，我們可要求您指定戶口直接扣賬還款，並要求您向我們提供文件以便從有關戶口直接扣賬。

22.5 您須遵守我們有關還款方法的一般規定，包括本條所載的任何規定。

22.6 任何付款指示的所得款項只會在作付款用的結算後才計入您的按揭透支可提取資金。

不付款的後果

22.7 我們如截至到期繳款日仍未收到每月最低付款額，則：

- 您在繳付每月最低付款額前不可再用按揭透支；而且
- 我們可暫停您的按揭透支。

我們如何運用所獲付款

22.8 我們可運用根據我們銀行協議收到的款項，按以下順序或我們決定的任何順序支付您對我們所欠的款項：

- 要約書、收費表或我們銀行協議其他部分所載的利息及收費；其次為
- 強制執行您應付我們的任何債項之相關收費；其次為

- unpaid transactions and cash withdrawals; then
- fees, costs and transactions incurred from the use of the *mortgage overdraft* not yet shown on the current statement.

23 Conversion into a mortgage loan

We may, at any time, convert the *balance owing* for the *account* for the *mortgage overdraft* into another type of *mortgage facility*. This may include combining it with an existing *mortgage facility* we provide to you. If we do this, we will advise you of the details (for example the interest rate and repayment arrangements).

24 Cancellation

In addition to the terms below, our Client Terms and the *letter of offer* set out our right to review the terms of your *mortgage facility*, when you and we may end or suspend your use of any *product* and what you need to do if that happens (including immediate payment of the *balance owing* for the *account* for the *mortgage facility*). They also set out our enforcement rights. See, for example, Parts A and H of the Client Terms.

- 24.1 If your *mortgage overdraft* is provided in conjunction with a mortgage loan covered by Part B of these terms and you repay all the *balance owing* for the *account* for the mortgage loan or the term of the mortgage loan has expired, we cancel the *mortgage overdraft*.
- 24.2 We may charge you a cancellation fee if the *mortgage overdraft* is cancelled within two years from when you open the *account* for the *mortgage overdraft* (see the *letter of offer* and the *tariff sheet*).

- 未付交易及現金提款；其次為
- 使用按揭透支所產生而並未載入當期結單的費用、收費及交易。

23 轉換為按揭貸款

我們可隨時將按揭透支戶口的欠款結餘轉換為另一種按揭服務。其中可能包括將此與我們向您提供的現有按揭服務相結合。若我們採取此措施，我們將通知您相關詳情（例如，利率及還款安排）。

24 取消

除以下條款外，我們的客戶條款及要約書亦載列我們檢討您按揭服務條款的權利、您及我們可終止或暫停您對任何產品的使用之情況，以及您在有關情況下需採取的行動（包括立即繳付按揭服務戶口欠款結餘）。其中亦載列我們的強制執行權。請參閱客戶條款A部及H部。

- 24.1 若您的按揭透支乃與本條款B部涵蓋的按揭貸款一併提供，並且您已償還按揭貸款戶口的所有欠款結餘，或按揭貸款的期限屆滿，我們將取消按揭透支。
- 24.2 若按揭透支在您開立按揭透支戶口兩年內被取消，我們可向您徵收取消費（請參閱要約書及收費表）。

Part E - Mortgage deposit linked feature

This Part E applies to all *mortgage facilities* with *mortgage deposit linked feature*.

You should monitor the balance of your *mortgage deposit linked account* and the *mortgage facility* to ensure the best overall result.

25A *Mortgage deposit linked account*

This *mortgage deposit linked feature* may only be used when the name of the account holder of the *mortgage deposit linked account* is identical to the name of the borrower of your *mortgage facility*.

Mortgage deposit linked account links to one *mortgage facility* only and cannot be the repayment account for another *mortgage facility*, for instance, *MortgageOne®* or *Mortgage Saver Current Account*.

25B Using *mortgage deposit linked feature*

- 25B.1 *Mortgage deposit linked feature* is only available for *mortgage facility* that is not a *linking facility*, *MortgageOne facility*, *Mortgage Saver* or *mortgage overdraft*.
- 25B.2 If you have a *mortgage facility* (which is not a *linking facility*, *MortgageOne facility*, *Mortgage Saver* or *mortgage overdraft*) with the *mortgage deposit linked feature*, the deposit in your *mortgage deposit linked account* (up to our pre-determined percentage of the mortgage loan outstanding principal) will accrue the same interest rate that applies to your mortgage loan outstanding principal on any particular day. The interest accrued (if any) on your *mortgage deposit linked account* will be credited to your *mortgage deposit linked account* monthly or at other regular intervals that we determine.
- 25B.3 Any deposit in your *mortgage deposit linked account* in excess of the percentage of the mortgage loan outstanding principal mentioned in clause 25B.2 will not accrue interest.
- 25B.4 There will not be any interest accrual in the *mortgage deposit linked account* if:
- Your *mortgage deposit linked account* is closed, cancelled or terminated or is delinked from the *mortgage facility* for any reason; and/or

E部 – 按揭存款掛鈎服務

本E部適用於透過按揭存款掛鈎服務提供的所有按揭服務。

您需要監控相關存款掛鈎服務戶口及按揭服務的餘額，以確保獲得最佳的整體效果。

25A 按揭存款掛鈎服務戶口

按揭存款掛鈎服務只適用於當按揭存款掛鈎服務戶口持有人名稱與按揭服務貸款人名稱相同之情況。

按揭存款掛鈎服務戶口只可連結一個按揭服務及不可作為其他按揭服務之供款戶口，例如，*MortgageOne®* 或「置慳息」往來存款戶口。

25B 使用按揭存款掛鈎服務

- 25B.1 按揭存款掛鈎服務只提供給非關連服務、*MortgageOne®* 服務、「置慳息」按揭計劃或按揭透支之按揭服務。
- 25B.2 如您選用按揭服務(非關連服務、*MortgageOne®* 服務、「置慳息」按揭計劃或按揭透支)連同按揭存款掛鈎服務，按揭存款掛鈎服務戶口內之存款結餘(最高達至我們預定的按揭貸款本金餘額之百分率)可享等同樓宇按揭貸款年利率。存款額所獲得的利息(如有)將按月或以本行決定的其他固定期間存入您的按揭存款掛鈎服務戶口中。
- 25B.3 在您的按揭存款掛鈎服務戶口中任何存款結餘超逾於25B.2所提及之按揭貸款本金餘額的百分率將不會獲得利息。
- 25B.4 在以下情況下按揭存款掛鈎服務指定戶口將不再獲得任何利息：
- 您的按揭存款掛鈎服務指定戶口已關閉、取消或終止或任何原因下與按揭服務脫鈎；及/或

- No mortgage deposit linked account is designated; and/or
- The mortgage loan outstanding principal has been repaid in full.

25B.5 Interest begins to accrue on a deposit in your *mortgage deposit linked account* when we accept the deposit and it has been credited to your *mortgage deposit linked account*.

25C No overdraft facility

We do not allow you to use an *overdraft facility* on a *mortgage deposit linked account*. The terms related to *overdraft facility* stated in Current / Cheque / Savings Account and Time Deposit Account Terms do not apply to a *mortgage deposit linked account*.

25D Mortgage deposit linked limit

We may, at any time in our sole discretion change the percentage of the mortgage loan outstanding principal mentioned in clause 25B.2.

25E Cancellation

- 25E.1 We may, at any time in our sole discretion terminate, suspend or cancel the *mortgage deposit linked feature* if your mortgage loan is in default or if there is a *default*.
- 25E.2 We may, at any time in our sole discretion suspend or terminate the *mortgage deposit linked feature* of your mortgage loan (even if there is no *default*).

25F Your right to cancel

You may cancel the *mortgage deposit linked feature* by giving us reasonable notice in writing.

- 無指定的按揭存款掛鈎服務指定戶口；及/或
- 在本金全數償還後。

25B.5 於按揭存款掛鈎服務戶口內的存款利息自本行接納存款且存款已經貸記到您的按揭存款掛鈎服務戶口時起累計。

25C 非透支服務

我們不允許您的於按揭存款掛鈎服務戶口使用透支服務。因此，於往來/支票/儲蓄戶口及定期存款戶口條款有關透支服務條款並不適用於按揭存款掛鈎服務指定戶口。

25D 超出閣下您的按揭存款掛鈎服務限額

我們可能，在任何時間由我們全權決定更改於25B.2所提及之按揭貸款本金餘額的百分率。

25E 取消

- 25E.1 若您逾期償還按揭貸款或違約，我們可能，在任何時間由我們全權決定中止、暫停或取消您的按揭貸款之按揭存款掛鈎服務。
- 25E.2 我們可能，在任何時間由我們全權決定中止、暫停或取消您的按揭貸款之按揭存款掛鈎服務(不論是否有違約)。

25F 您的取消權

您可透過向我們發出合理書面通知取消按揭存款掛鈎服務。

Part F - Additional features

26 Property insurance

This clause is in addition to the “Insurance” clause in the Client Terms.

- 26.1 You must ensure that the *property* is insured for the risks we specify. You may choose whether the *property* is insured for either an amount equal to the loan or the reinstatement value of the *property*. If you choose the reinstatement value, you must provide us with a valuation report on the reinstatement value from a surveyor approved by us at least 7 days before the date you first use the *mortgage facility*. If you require, we may arrange the valuation for you. However, you must pay all fees and costs in connection with the valuation.
- 26.2 We are not liable to you for any *loss* you suffer in connection with any lapse of insurance cover and you must ensure each insurance policy is renewed on time.

27 Mortgage insurance

This clause applies if the *letter of offer* states that *mortgage insurance* is required for the *mortgage facility*. You must read this clause in conjunction with the *MIP terms* which are incorporated and form our banking agreement. To the extent of any inconsistency between these terms and the *MIP terms*, the *MIP terms* prevail.

Mortgage insurance protects us. In certain circumstances it provides protection for *loss* we may suffer in connection with your *mortgage facility*.

This clause is in addition to the “Insurance” clause in the Client Terms.

Insurance application

- 27.1 We apply to an insurer appointed by us to obtain *mortgage insurance* in connection with your *mortgage facility*.
- 27.2 You and the *security provider* acknowledge that the insurer decides whether or not to issue the *mortgage insurance*. We need not do anything to ensure that the insurer issues the requested *mortgage insurance*.

Amount you must pay

- 27.3 You must pay to us any amounts which we are required to pay to the insurer in

F部 – 其他特點

26 物業保險

本條是對客戶條款中「保險」一條的補充。

- 26.1 您必須確保物業已投保我們訂定的險種。您可選擇以相當於貸款的金額或物業的重建價為物業投保。若您選擇重建價，您必須於首次使用按揭服務前至少7日內向我們提供經我們認可的測計師的重建價值報告。若您需要，我們可為您安排估值。但您必須支付有關估值的全部費用及收費。
- 26.2 我們概不會為您因保險失效而遭受的任何損失對您承擔任何責任，並請您必須確保及時為每份保單續期。

27 按揭保險

若要約書列明按揭服務需要按揭保險，則本條適用。本條必須與納入及構成我們銀行協議的MIP條款一併閱讀。本條款與MIP條款如有任何不符，概以MIP條款為準。

按揭保險可為我們提供保障。在特定情況下，按揭保險為我們就您的按揭服務遭受的損失提供保障。

本條是對客戶條款中「保險」一條的補充。

保險申請

- 27.1 我們向我們指定任何的保險公司申請，就您的按揭服務獲得按揭保險。
- 27.2 您及抵押提供者確認由保險公司決定是否發出按揭保險。我們無需採取任何措施，確認保險公司發出所需按揭保險。

您必須支付的款項

- 27.3 您必須在我們要求時，在指定的時間內向支付我們需就按揭保險向保險公司支

connection with the *mortgage insurance*, when we ask you to do so and within the time we specify. This may be before the amount is due to the insurer.

27.4 We may ask you to pay the *premium amount* as a lump sum before you can use your *mortgage facility* or as an annual instalment.

27.5 We may apply part of the *loan* towards payment of the *premium amount* before you use your *mortgage facility* instead of collecting the *premium amount* from you as a lump sum. You must pay this amount to us in the same manner as the rest of *loan* under the *mortgage facility* or in any other manner we determine.

27.6 You must reimburse us for all *costs* which we incur in connection with the *mortgage insurance* (including applying for it and making claims against it).

27.7 We may add any amounts you have not paid to us in connection with the *mortgage insurance* to the *loan*.

Acknowledgements

27.8 You and each *security provider* acknowledge and agree that in connection with any *mortgage insurance* (whether arranged by you or us):

- we are the insured and beneficiary under the *mortgage insurance* and it is for our protection, interest and benefit only;
- neither you nor the *security provider* benefits from the *mortgage insurance* and you and the *security provider* are legally responsible for repaying to the insurer the amount outstanding under the *mortgage facility*;
- neither you nor the *security provider* are entitled to the proceeds of any claim under the *mortgage insurance*.

Refund of premium amount

27.9 If the *loan* is repaid in full within 3 years from the date of the first drawdown, the insurer may refund to us a portion of the *premium amount*. If we receive a refund we pay it to you. The insurer may refund the *premium amount* in accordance with the *MIP terms* and only if:

- the *premium amount* has been paid as a lump sum;

付的任何款項。我們可能於到期應向保險公司付款前要求您付款。

27.4 在您可使用按揭服務前，我們可要求您以一次付清或年供款的方式支付保費。

27.5 在您可使用按揭服務前，我們可將部分貸款用於支付保費，而不按一次付清方式向您收取保費。您必須就按揭服務項下剩餘貸款以相同方式或我們決定的任何其他支付方式支付該筆款項。

27.6 您須就我們招致的與按揭保險（包括申請按揭保險及就按揭保險提起申索）有關的所有收費對我們作出償付。

27.7 我們可為貸款增加您尚未向我們支付的與按揭保險有關的任何金額。

確認

27.8 您和各抵押提供者就任何按揭保險確認並同意（無論是您或是我們安排）：

- 我們根據按揭保險加入保險並受益，而僅是為了我們得到保障、我們的權益及利益；
- 您或抵押提供者均不會從按揭保險獲益，且您及抵押提供者須承擔法律責任向保險公司償還按揭服務下的未償付金額；
- 您或抵押提供者均無權享有按揭保險下的任何申索得益。

保費金額的退還

27.9 若貸款自首個提取日起3年內悉數償還，則保險公司可向我們退還一部分保費金額。若我們收到還款，我們會支付予您。僅在以下情況下，保險公司方可根據MIP條款退還保費金額：

- 保費金額已一次付清；

- the loan-to-value ratio of the *mortgage facility* does not exceed 90%;
 - the term of the *mortgage facility* does not exceed 30 years;
 - the *mortgage facility* is not a refinancing loan or a loan made for non-owner-occupied *property*;
 - no claim has been made under the *mortgage insurance*; and
 - the *mortgage facility* is not in *default* for 60 consecutive days or more during the year immediately preceding the cancellation of the *mortgage insurance*.
- 按揭服務的貸款與估值比率未超過90%；
 - 按揭服務的期限未超過30年；
 - 按揭服務並非再融資貸款或就非自主物業作出的貸款；
 - 按揭保險下未曾作出任何申索；及
 - 緊接按揭保險撤銷之前年度期間連續60天或更長時間未拖欠按揭服務。

27.10 You acknowledge that:

- the right to, and calculation of, any potential refund from the insurer is governed by the *MIP terms*; and
- we need not do anything to recover any amounts from the insurer (even if you or a *security provider* dispute any matter relating to the *mortgage insurance* or any refund).

27.10 您確認：

- 對保險公司任何可能的退款的權利及其計算透過MIP條款管制；及
- 我們無須做任何事情從保險公司追討任何款項（即使您或抵押提供者就按揭保險或任何退款事項提起爭端）。

Part G - Meaning of words

28 Meaning of words

You also need to refer to our Client Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Client Terms, the definition in these terms applies for the purposes of a *mortgage facility*.

bonus interest means, for a *linked deposit account*, any interest which accrues on the *linked deposit account* calculated at a bonus interest rate we determine from time to time. However, the amount of deposit eligible for *bonus interest* is capped at an amount equal to the *bonus interest portion* multiplied by the *loan*.

bonus interest portion means, for a *linked deposit account*, the percentage of the *bonus interest* to be allocated to it as specified in your *application*.

default rate means, for a *mortgage facility* and at a particular time, the rate of interest per annum which applies to amounts owing under the *mortgage facility* as stated in the *letter of offer*, or as otherwise notified by us to you.

government housing scheme means any scheme implemented by a government authority or agency to provide assistance in connection with the purchase of a *property*.

limit means, for a *mortgage facility*, the limit set out in the *letter of offer* for the *mortgage facility* by all principal repaid under clause 10.

linked deposit account means, for a *linking facility*, each savings account, current account or any other deposit account you and we agree is a linked account for the purposes of the *linking facility*.

loan means the outstanding principal amount of all drawdowns under a *mortgage facility*.

MIP terms means the document called “Additional Terms and Conditions where part of the Facility is insured under Mortgage Insurance Programme Relating to Residential Mortgage, MIP Terms and Relevant Legal Charge” which we provide to you as part of our banking agreement.

mortgage deposit linked account means the current account you open and maintain with us which is linked to the *mortgage facility* with the *mortgage deposit linked feature* and is the *nominated account*.

mortgage deposit linked feature means the feature as described in Part E.

G部 – 詞語涵義

28 詞語涵義

您亦須參閱我們的客戶條款，當中已為某些本條款中使用的關鍵詞作出定義。若本條款所定義之詞語在我們客戶條款中亦有定義，則就按揭服務而言以本條款中的定義為準。

可享紅利 指（就關連存款戶口而言）按我們不時釐定的可享紅利利率計算的關連存款戶口上累算的任何利息。然而，適用於可享紅利的存款金額的限額定為可享紅利部分乘以貸款。

可享紅利部分 指（就關連存款戶口而言）您的申請所指定的分配至該戶口的可享紅利百分比。

拖欠利率 指（就按揭服務而言）要約書中所述或我們另行通知您的適用於按揭服務下欠款金額的特定時間的年利率。

政府房屋計劃 指政府部門或機構為購買物業提供援助而執行的任何計劃。

限額 指（就按揭服務而言）要約書所載、按照第10條償還的本金就按揭服務設定的限額。

關連存款戶口 指（就關連服務而言）您與我們同意就關連服務而言屬於關連戶口的各個儲蓄戶口、往來戶口或任何其他存款戶口。

貸款 指按揭服務下所有提取的未償還本金金額。

MIP條款 指我們向您提供的作為我們銀行協議一部分的文件，名稱為「根據住宅樓宇按揭，衡平法抵押及有關法定抵押之部份貸款在按揭保險計劃下受保的附加條款及細則」。

按揭存款掛鈎服務戶口 指您在本行開立及維護的往來戶口並與您的按揭服務之按揭存款掛鈎服務關連的指定戶口。

按揭存款掛鈎服務 指我們透過E部所述的服務。

mortgage facility means each mortgage loan or *mortgage overdraft* we make available to you under these terms as stated in our *letter of offer*.

mortgage insurance means insurance we require to protect us against loss in connection with your *mortgage facility*.

MortgageOne® account means, for a *MortgageOne® facility*, the account you open and maintain with us which is linked to your *MortgageOne® facility*.

MortgageOne® facility means the loan facility with the name *MortgageOne®* which we offer to you as stated in our *letter of offer*.

MortgageOne® net balance means, for a particular day and a *MortgageOne® facility*, the *balance owing* for the *MortgageOne® facility* minus 100% of the credit balance (if any) in the *MortgageOne® account*.

Mortgage Saver means the loan facility with the name *Mortgage Saver* which we offer to you as stated in our *letter of offer*.

Mortgage Saver Current Account means, for a *Mortgage Saver*, the account you open and maintain with us which is linked to your *Mortgage Saver*.

mortgage overdraft means each facility we make available to you by way of overdraft as described in Part D.

nominated mortgage facility means for a *linking facility*, each *mortgage facility* which you nominate in the *application* to be part of the *linking facility*.

normal interest means, for an account, interest that would (but for any *MortgageOne® facility* or *linking facility*) normally accrue on the account. It excludes any bonus interest.

participant means each person, in addition to you, specified in your *application* to be a *participant* under a *linking facility*.

premium amount means, for a *mortgage facility* with *mortgage insurance*, the amount of the premium payable by you before you can use the *mortgage facility*, as set out in the *letter of offer*.

property means the property the subject of the *security* for your *mortgage facility*.

按揭服務 指我們根據我們要約書中所述條款向您提供的各種按揭貸款或按揭透支。

按揭保險 指我們就您的按揭服務要求用於保護我們不受損失的保險。

MortgageOne® 增值按揭戶口 指（就 *MortgageOne® 服務* 而言）您在本行開立及維護並與您的 *MortgageOne® 服務* 關連的戶口。

MortgageOne® 服務 指我們要約書中所述我們向您提供的貸款服務，名稱為 *MortgageOne®*。

MortgageOne® 淨餘額 指（就 *MortgageOne® 服務* 而言）某一特定日 *MortgageOne® 服務* 的欠款結餘減去 *MortgageOne® 增值按揭戶口* 中的全部正數結餘（如有）。

「置慳息」按揭計劃 指我們要約書中所述我們向您提供的貸款服務，名稱為「置慳息」按揭計劃。

「置慳息」往來存款戶口 指（就「置慳息」按揭計劃而言）您在本行開立及維護並與您的「置慳息」按揭計劃關連的戶口。

按揭透支 指我們透過D部所述透支方式向您提供的各種服務。

指定按揭服務 指（就關連服務而言）您在申請中指定的作為關連服務一部分的各種按揭服務。

正常利息 指（就戶口而言）戶口正常累算的利息（任何 *MortgageOne® 服務* 或關連服務除外）。其中不包括任何可享紅利。

參與人 指除您之外，您的申請中指定作為關連服務下參與人的各人士。

保費金額 指（就有按揭保險的按揭服務而言）要約書中所述您在可使用按揭服務之前應支付的保費金額。

物業 指作為您按揭服務抵押對象的物業。

Important Information

Not Protected under Deposit Protection Scheme

Sum of money in the MortgageOne® Account is NOT an alternative to ordinary saving or time deposit, and is NOT a protected deposit and NOT being protected under the Deposit Protection Scheme in Hong Kong.

重要事項

不受香港的存款保障計劃保障

MortgageOne® 增值按揭戶口中的款項不應被視為一般存款或定期存款，亦非受保障存款，並不受香港的存款保障計劃保障。