

**Personal Loan/Personal Line of Credit/
Overdraft Terms**
**私人貸款 / 私人透支服務 /
透支服務條款**

Contents

目錄

Part A - Personal instalment loans	1	A部 - 私人分期貸款	1
1 Choosing the account that is right for you	1	1 選擇適合閣下的戶口	1
2 The instalment loan	1	2 分期貸款	1
3 Interest, fees and charges	1	3 利息、費用及收費	1
4 Repayment	2	4 還款	2
5 Prepayment	3	5 提前還款	3
6 Cancellation	4	6 取消	4
7 Telephone enquiry	4	7 電話查詢	4
 Part B - Personal revolving loans	 5	 B部 - 私人循環貸款	 5
8 Choosing the account that is right for you	5	8 選擇適合閣下的戶口	5
9 The revolving loan	5	9 循環貸款	5
10 The revolving card	5	10 循環貸款卡	5
11 The limit	5	11 限額	5
12 Interest, fees and charges	6	12 利息、費用及收費	6
13 Repayment	6	13 還款	6
14 Right to reborrow	8	14 循環再借權利	8
15 Liability	9	15 責任	9
16 Additional services for your account	10	16 閣下戶口的其他服務	10
17 Cancellation and termination	10	17 取消及終止	10
18 Variation	11	18 修訂	11
19 Suspicious transactions	11	19 可疑交易	11
20 Telephone enquiry	11	20 電話查詢	11
 Part C - Personal line of credit/overdraft	 12	 C部 - 私人透支服務／透支服務	 12
21 Choosing the account that is right for you	12	21 選擇適合閣下的戶口	12
22 Your limit	12	22 閣下的限額	12
23 Using your line of credit/overdraft	12	23 使用閣下的備用透支／透支	12
24 Interest, fees and charges	12	24 利息、費用及收費	12
25 When you must repay	13	25 閣下須於何時還款	13
26 Repayment	13	26 還款	13

27	Right to reborrow	15	27	循環再借權利	15
28	Telephone enquiry	15	28	電話查詢	16
Part D - Meaning of words	17	D部 - 詞語涵義	17		
29	Meaning of words	17	29	詞語涵義	17

Important notice

You need to read this document.

It sets out specific terms and conditions on which we agree to provide you with personal *instalment loan*, personal *revolving loan* and personal *line of credit/overdraft products*. **You must read it in conjunction with our Client Terms, the *product brochure* 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 *approval* and any other part of our banking agreement, then the terms in the *approval* prevail. These terms do not apply to any existing personal instalment loan, personal revolving loan or line of credit/overdraft products you have with us to the extent that they are subject to separate terms and conditions.

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

務請審閱本文件。

本文件載列本行同意向閣下提供私人分期貸款、私人循環貸款及私人備用透支／透支產品所依據的特定條款及細則。**本文件須與構成本行銀行協議的本行的客戶條款、產品手冊及任何其他文件一併閱讀。**本條款與本行的客戶條款如有任何不符，概以本條款為準。*批核*與本行銀行協議的任何其他部分如有任何不符，概以*批核*所載的條款為準。閣下與本行之間的任何已有私人分期貸款、私人循環貸款或私人透支服務／透支服務產品如適用其他條款及細則，則不適用本條款。

關鍵詞

以此格式呈現的關鍵詞和本行銀行協議所用其他詞語的涵義在本行的客戶條款中闡述。本條款所述產品相關的若干其他關鍵詞在本條款結尾定義。

Part A - Personal instalment loans

1 Choosing the account that is right for you

We can structure your personal *instalment loan* to suit your personal banking needs. If you need us to explain any of the features of, or the terms applying to, any personal *instalment loan products*, please contact us.

2 The instalment loan

We must provide the loan

- 2.1 If we issue an *approval*, we agree to provide an *instalment loan* up to the *limit*. The *limit* may be different to the limit you applied for.

Purpose

- 2.2 You must use the *instalment loan* only for the purpose set out in the *application* or as otherwise approved by us.

Top up loan

- 2.3 If you ask, we may agree to provide a top up loan on terms we notify.
- 2.4 You may only make one request for a top up loan on any one business day.

How we provide the instalment loan

- 2.5 Usually we provide the *instalment loan* by depositing it into the *repayment account*.

If we provide the *instalment loan* by cheque, the cheque is only valid for the period we specify and instalments are payable even if the cheque is not cashed.

- 2.6 Fees and charges that are applicable on the *instalment loan* may be deducted from the *instalment loan* before depositing it into the *repayment account*. Please contact us for details of any applicable fees.

3 Interest, fees and charges

Interest

- 3.1 You must pay interest on the *instalment loan* monthly in arrears at the rate set out in the *approval* or otherwise in our banking agreement or any other rate we determine from time to time.
- 3.2 Interest is payable on the dates set out in the *approval*, statements or elsewhere in our banking agreement.
- 3.3 Interest is calculated on a monthly basis.

A部 - 私人分期貸款

1 選擇適合閣下的戶口

本行可以配合閣下的個人理財需要，為閣下安排私人分期貸款。閣下如需本行解釋任何私人分期貸款產品的特點或適用條款，請與本行聯絡。

2 分期貸款

本行必須提供貸款

- 2.1 倘若本行作出批核，則本行同意提供不超過限額的分期貸款。限額與閣下申請的限額可能有別。

用途

- 2.2 閣下的分期貸款僅可作申請所述或本行另行批核的用途。

新加貸款

- 2.3 閣下如有要求，本行可同意按本行通知的條款提供新加貸款。
- 2.4 閣下在任何一個營業日之內僅可提出一次新加貸款要求。

本行如何提供分期貸款

- 2.5 一般而言，本行提供分期貸款時，會將款項存入還款戶口。

倘若本行以支票提供分期貸款，有關支票僅於本行指定的期間有效，即使支票並無兌現，仍須償還分期款項。

- 2.6 分期貸款的相關費用及收費可於分期貸款存入還款戶口前從分期貸款扣除。有關任何相關費用的詳情，請與本行聯絡。

3 利息、費用及收費

利息

- 3.1 閣下必須按批核所載利率或本行銀行協議或本行不時決定的任何其他利率就分期貸款支付當月利息。
- 3.2 利息須於批核、月結單或本行銀行協議其他部分所列的日期前支付。

Fees and charges

- 3.4 The fees and charges for the *instalment loan* are set out in the *tariff sheet* or elsewhere in our banking agreement. Please contact us for further details.
- 3.5 We may charge a late payment fee for any overdue payment as set out in the *tariff sheet* or elsewhere in our banking agreement. Please contact us for further details.

4 Repayment

Repayment by instalments

- 4.1 You must repay the *instalment loan* in instalments. We notify you the amount of the instalment and each instalment payment date.
- 4.2 Any *balance owing* for the account for the *instalment loan* (after payment of all instalments) must be repaid on the final payment date we notify you.
- 4.3 The instalments are payable even if you do not withdraw any of the instalment loan funds we deposit in the *repayment account*.
- 4.4 If the amount is due on a day which is not a business day, you must pay it on or before the next business day.
- 4.5 If we vary the interest rate on the *instalment loan*, we may vary the instalment amount and the number of instalments.

Methods of repayment

- 4.6 We advise you of the manner in which you must repay the instalments. 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.
- 4.7 You must comply with our usual requirements for the relevant payment method, including any set out in this clause.
- 4.8 We start deducting instalments from your *repayment account* one month after drawdown of the *instalment loan*.
- 4.9 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:
- ensure that you have sufficient funds in the account to be debited (including the repayment account);
 - not stop cheques;
 - not cancel or vary any payment arrangement (unless we ask you to do so to reflect a change in the instalments) or close or change the

- 3.3 利息每月計算。

費用及收費

- 3.4 分期貸款的費用及收費載於收費表或本行銀行協議的其他部分。進一步詳情請與本行聯絡。
- 3.5 本行可就任何逾期繳款按收費表或本行銀行協議其他部分徵收逾期費。進一步詳情請與本行聯絡。

4 還款

分期還款

- 4.1 閣下須分期償還分期貸款。本行會通知閣下分期款額及各到期繳款日。
- 4.2 分期貸款戶口的任何欠款結餘（在繳付全部分期款項後）須於本行通知閣下的最終繳款日前償還。
- 4.3 即使閣下並無動用本行存入還款戶口的分期貸款資金，仍須償還分期款項。
- 4.4 倘若有關款項於非營業日到期，則閣下須於下個營業日或之前支付。
- 4.5 倘若本行修訂分期貸款的利率，則可能修改分期款額及還款期數。

還款方法

- 4.6 本行會通知閣下分期還款的方法。舉例而言，本行可要求閣下指定戶口直接扣賬還款，並要求閣下向本行提供文件以便從有關戶口直接扣賬。
- 4.7 閣下須遵守本行有關還款方法的一般規定，包括本條所載的任何規定。
- 4.8 本行將於分期貸款提取一個月後開始，從閣下的還款戶口扣除分期還款。
- 4.9 閣下須確保任何付款憑據或付款指示均獲兌現。舉例而言，閣下：
- 必須確保戶口有足夠資金以供扣賬（包括還款戶口）；
 - 不可截停支票；
 - 不可取消或更改任何付款安排（除非是本行因應分期變動而提出有關要求）或結束或更改支票的支付戶口。

account on which cheques are drawn.

Automatic payment from repayment account with another institution

4.10 If we require you to repay by automatic payment and the *repayment account* is with another financial institution you must:

- organise a payment arrangement with the other financial institution under which an amount equal to each instalment amount is debited from the *repayment account* and paid to us on each instalment payment date and give us satisfactory evidence that this is in place; or
- provide us with any authority we require to enable us to debit the instalment amount, from the *repayment account*.

Payment in full if we ask

4.11 Despite any other term of our banking agreement, at any time we may demand immediate payment of the *instalment loan* in full, together with all accrued but unpaid interest, fees and charges in connection with the *instalment loan*.

What happens if you do not pay

4.12 If you do not make an instalment on or before the relevant due date:

- the *instalment loan* plus all accrued but unpaid interest plus any other sum due to us is immediately due and payable; and
- we will charge you a late payment fee as set out in the *tariff sheet* or elsewhere in our banking agreement.

How we apply payments

4.13 We may use amounts we receive from any of your instalments to pay interest, fees and charges and insurance premium (if any) rather than to reduce the principal amount you owe to us or to pay amounts you owe us in any order we choose. For example, we may allocate a high proportion of any one or more of your instalments to interest rather than to the principal amount you owe us.

5 Prepayment

You may prepay all (but not part) of the *instalment loan* if:

- you give us reasonable notice in writing; and
- when you prepay, you also pay all accrued but unpaid interest, fees and charges in connection with the *instalment loan* (including any early settlement fees as set out in the *tariff sheet* or elsewhere in our banking agreement). Details of these fees and charges are available by contacting us.

從另一機構的還款戶口自動付款

4.10 倘若本行要求閣下以自動付款方式還款，而還款戶口設於另一財務機構，閣下必須：

- 與該財務機構訂立付款安排，於各期的到期繳款日從有關還款戶口扣除相當於各分期款額的款項支付本行，並且向本行提供有關安排實行的充分證明；或
- 向本行提供本行所需的任何授權，以便本行從有關還款戶口扣取分期款項。

本行可要求繳付全額

4.11 不論本行銀行協議有任何其他條款規定，本行可隨時要求立即清繳分期貸款以及有關分期貸款的所有應計而未付的利息、費用及收費。

不付款的後果

4.12 閣下如有在有關的到期繳款日或之前未有支付分期還款，則：

- 分期貸款以及所有應計而未付利息和對本行所欠的任何其他款項立即到期；及
- 本行會向閣下徵收收費表或本行銀行協議其他部分所載的逾期費。

本行如何分配付款

4.13 本行可將來自閣下任何分期還款的款項，用於支付利息、費用及收費和保險費用（如適用）而非減少閣下對本行所欠本金，或者按本行決定的任何次序支付閣下對本行所欠的任何款項。例如，本行可將閣下一期或以上的分期還款的較大部分用於償付利息閣下而非對本行所欠的本金。

5 提前還款

閣下可在下述情況下提前償還全部（但非部分）分期貸款：

- 閣下給予本行合理的書面通知；及
- 閣下提早還款時，亦須就分期貸款支付所有應計而未付的利息、費用及收費（包括收費表或本行銀行協議其他部分所載的任何提前償還貸款費）。有關費用及收費詳情，請向本行索取。

本行亦可要求閣下向本行支付相當於分期貸款一個月利息的款項。

We may also require you to pay us an amount equal to one month's interest on the *instalment loan*.

6 Cancellation

Our Client Terms set out when you and we may end your use of any *product* and what you need to do if that happens. This includes immediate payment of the *balance owing for the account for the instalment loan*. This clause sets out additional circumstances in which you or we may cancel the *instalment loan*.

You may only cancel the *instalment loan* before the drawdown of an *instalment loan* and within the period we specify. However, we may charge you a cancellation fee (details of which are available by contacting us).

7 Telephone enquiry

When we receive an enquiry by telephone, we may verify an enquirer's identity by asking them to provide your Hong Kong Identity Card number (or passport number if you do not have a Hong Kong Identity Card), the loan amount applied for and any other information we see fit. If we genuinely believe the enquirer to be you, you authorise us to disclose the following data to the enquirer:

- loan approval status (approved, pending or rejected); and
- if the loan is approved, the exact amount approved, the interest rate, the number of instalments, the final payment date and the drawdown date.

6 取消

本行的客戶條款載列閣下及本行可終止閣下對任何產品的使用之情況，以及閣下在有關情況下需要採取的行動，包括立即繳付分期貸款戶口欠款結餘。本條載列閣下或本行可取消分期貸款的其他情況。

閣下僅可於未動用分期貸款前，在本行指定的期間內取消分期貸款。然而，本行可向閣下徵收取消費（詳情請與本行聯絡）。

7 電話查詢

當本行接到電話查詢時，本行為核實查詢人的身分，可能會要求對方提供閣下的香港身份證號碼（倘若閣下沒有香港身份證，則為護照號碼）、所申請貸款額及本行認為適當的任何其他資料。閣下授權本行在真誠相信查詢人為閣下的情況下，向查詢人提供以下資料：

- 貸款批核狀況（已經批核、尚待批核或拒絕批核）；及
- （如已批核）所批核的具體金額、利率、還款期數、最終繳款日及提取日。

Part B - Personal revolving loans

8 Choosing the account that is right for you

We can structure your personal *revolving loan* to suit your personal banking needs. If you need us to explain any of the features of, or the terms applying to, any personal *revolving loan products*, please contact us

9 The revolving loan

We must provide the revolving loan

- 9.1 If we issue an *approval*, we agree to provide a *revolving loan* up to the *limit*. The *limit* may be different to the limit you applied for.

Purpose

- 9.2 You must use the *revolving loan* only for the purpose set out in the *application* or as otherwise approved by us.

How we provide the revolving loan

- 9.3 Usually we provide the *revolving loan* by depositing it into the *repayment account*.

10 The revolving card

Issue of revolving cards

- 10.1 We may issue a *revolving card* to you.

Use of the revolving card

- 10.2 You must not use the *revolving card* outside Hong Kong.

Activation procedures

- 10.3 You must comply with any activation procedures we notify to you from time to time.

11 The limit

Exceeding the limit

- 11.1 It is your responsibility to ensure that the *limit* is not exceeded.
- 11.2 If you request, we may agree to review your *limit* at any time.

Limit exceeded

- 11.3 If you exceed the *limit* or any temporary *limit* extension has expired, you must immediately pay us that part of the *balance* owing for the account for the *revolving loan* which exceeds the *limit* in addition to any payment we require and any fees

B部 - 私人循環貸款

8 選擇適合閣下的戶口

本行可以配合閣下的個人理財需要，為閣下安排私人循環貸款。閣下如需本行解釋任何私人循環貸款產品的特點或適用條款，請與本行聯絡。

9 循環貸款

本行必須提供循環貸款

- 9.1 倘若本行作出批核，則本行同意提供不超過限額的循環貸款。限額與閣下申請的限額可能有別。

用途

- 9.2 閣下的循環貸款僅可作申請所述或本行另行批核的用途。

本行如何提供循環貸款

- 9.3 一般而言，本行提供循環貸款時，會將款項存入還款戶口。

10 循環貸款卡

發出循環貸款卡

- 10.1 本行可向閣下發出循環貸款卡。

使用循環貸款卡

- 10.2 閣下不得在香港境外使用循環貸款卡。

啟用程序

- 10.3 閣下必須按本行當時通知閣下的程序啟用。

11 限額

超逾限額

- 11.1 閣下有責任確保不超逾限額。
- 11.2 閣下如有要求，本行可隨時同意檢討閣下的限額。

超出限額

- 11.3 閣下如越出限額或任何臨時限額提升到期失效，則必須立即向本行繳付循環貸款戶口欠款結餘超

as set out in the *tariff sheet* or elsewhere in our banking agreement (for example, see clause 12.5). Please contact us for details of any applicable fees.

12 Interest, fees and charges

Interest

- 12.1 You must pay interest on the *revolving loan* monthly in arrears at the rate set out in the *approval* or otherwise in our banking agreement or any other rate we determine from time to time.
- 12.2 Unless otherwise specified 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).
- 12.3 Interest is payable on the dates set out in the *approval*, statements or elsewhere in our banking agreement.
- 12.4 If you do not make payment when we ask, we may charge any late fees and charges and / or impose interest at the *default rate* as set out in the *tariff sheet* or elsewhere in our banking agreement. Please contact us for further details.
- 12.5 If the *balance owing* on the account for the *revolving loan* exceeds the *limit* (with or without approval), we may charge an overlimit handling fee and or interest (if any) at the rate as set out in the *tariff sheet* or elsewhere in our banking agreement. Please contact us for further details.
- 12.6 We do not pay interest on any credit balance on the account for the *revolving loan*.

Fees and charges

- 12.7 The fees and charges for the *revolving loan* are set out in the *tariff sheet* or elsewhere in our banking agreement. Please contact us for further details.

13 Repayment

Minimum monthly repayment

- 13.1 On or before the due date set out in the statement we issue for a *revolving loan*, you must pay at least the minimum monthly repayment as set out in the statement. Alternatively, you may pay the *balance owing* for the account for the *revolving loan* as set out in the statement.
- 13.2 Your liability to us remains even if, for any reason, you do not receive your periodic statement.
- 13.3 If an amount is due on a day which is not a business day, you must pay it on or before the next business day.

逾限額的部分，以及本行要求的任何付款和收費表或本行銀行協議其他部分所載的任何費用（見第12.4條的舉例）。有關任何相關費用的詳情，請與本行聯絡。

12 利息、費用及收費

利息

- 12.1 閣下必須按**批核**所載利率或本行銀行協議或本行不時決定的任何其他利率就**循環貸款**支付當月利息。
- 12.2 除本行銀行協議另有註明者外，利息逐日累算，按一年365日基準計算（如屬閏年則為一年366日）。
- 12.3 利息須於**批核**、月結單或本行銀行協議其他部分所列的日期前支付。
- 12.4 倘若閣下並無在本行要求時付款，本行可按**收費表**或本行銀行協議其他部分所載的徵收逾期費用及逾期附加費及／或**拖欠利率**的利息。進一步詳情請與本行聯絡。
- 12.5 倘若**循環貸款戶口**的欠款結餘**超過限額**（不論有否**批核**），本行可按**收費表**或本行銀行協議其他部份所載的徵收超過信貸限額手續費或利率（如適用）。進一步詳情請與本行聯絡。
- 12.6 本行對**循環貸款戶口**的任何戶口結餘概不支付任何利息。

費用及收費

- 12.7 **循環貸款**的費用及收費載於**收費表**或本行銀行協議其他部分。進一步詳情請與本行聯絡。

13 還款

每月最低付款額

- 13.1 閣下須於本行就**循環貸款**發出的月結單所示到期繳款日或之前，最少支付月結單所示的每月最低付款額。閣下亦可支付月結單所示**循環貸款戶口**的欠款結餘。
- 13.2 即使閣下基於任何原因而沒有收到閣下的定期月結單，閣下對本行所負責任概不受任何影響。
- 13.3 倘若有關款項於非營業日到期，則閣下須於下個營業日或之前支付。

Calculation of minimum monthly repayment

- 13.4 We calculate the minimum monthly repayment in accordance with our usual practice. Please refer to your *product brochure* or contact us for further information.

Methods of repayment

- 13.5 We advise you of the manner in which you must repay any repayment on the *revolving loan*. 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.
- 13.6 You must comply with our usual requirements for the relevant payment method, including any set out in this clause.
- 13.7 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:
- ensure that you have sufficient funds in the account to be debited (including the *repayment account*) for an amount equal to:
 - at least the minimum monthly repayment;
 - any applicable charges/fees; and
 - any other amount you owe us in connection with the *revolving loan*;
 - not stop cheques;
 - not cancel or vary any payment arrangement (unless we ask you to do so to reflect a change in the minimum monthly repayment) or close or change the account on which cheques are drawn.

Automatic payment from repayment account with another institution

- 13.8 If we require you to repay by automatic payment and the *repayment account* is with another financial institution you must:
- organise a payment arrangement with the other financial institution under which an amount equal to:
 - the minimum monthly repayment;
 - any applicable charges/fees; and
 - any other amount you owe us in connection with the *revolving loan*,
- is debited from the *repayment account* and deposited in your *account for the revolving loan* on each payment date and give us satisfactory evidence that this is in place; or

每月最低付款額的計算

- 13.4 本行根據慣常做法計算每月最低付款額。請參閱閣下的產品手冊，或聯絡本行索取更多資料。

還款方法

- 13.5 本行會通知閣下償還任何循環貸款的方法。舉例而言，本行可要求閣下指定戶口直接扣賬還款，並要求閣下向本行提供文件以便從有關戶口直接扣賬。
- 13.6 閣下須遵守本行有關還款方法的一般規定，包括本條所載的任何規定。
- 13.7 閣下須確保任何付款憑據或付款指示均獲兌現。舉例而言，閣下：
- 必須確保戶口（包括還款戶口）有足夠資金以供扣賬，金額相當於：
 - 至少為每月最低付款額；
 - 任何有關收費／費用；及
 - 閣下就循環貸款對本行所欠的任何其他款項；
 - 不可截停支票；
 - 不可取消或更改任何付款安排（除非是本行因應每月最低付款額變動而提出有關要求）或結束或更改支票的支付戶口。

從另一機構的還款戶口自動付款

- 13.8 倘若本行要求閣下以自動付款方式還款，而還款戶口設於另一財務機構，閣下必須：
- 與該財務機構訂立付款安排，於各到期繳款日從有關還款戶口扣除相當於下列數額的款項支付到閣下的循環貸款戶口：
 - 每月最低付款額；
 - 任何有關收費／費用；及
 - 閣下就循環貸款對本行所欠的任何其他款項，
- 並且向本行提供有關安排實行的充分證明；或
- 向本行提供本行所需的任何授權，以便本行從有關還款戶口扣取上述款項。

- provide us with any authority we require to enable us to debit the above amounts from the *repayment account*.

Payment in full if we ask

13.9 Despite any other term of our banking agreement, at any time we may demand immediate payment of the *balance owing* for the *account* for the *revolving loan*.

What happens if you do not pay

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

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

Statement

13.11 Subject to clause 13.13, we issue a statement to you each month for the *account* for the *revolving loan*.

13.12 If you think there is an error on your statement you must notify us with details of the error within the period as specified in the statement. If you do not do so, we treat the statement as correct.

13.13 We need not issue a statement for the *revolving loan* if the *account* for the *revolving loan* has a credit or debit balance of less than HK\$10 on the date of the current statement.

How we apply payments

13.14 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 other charges as set out in the *product brochure*, *tariff sheet* or elsewhere in our banking agreement; then
- costs in relation to enforcing any debt you owe us; then
- unpaid transactions and cash withdrawals; then
- fees, charges and transactions incurred from the use of the *revolving card* not yet shown on the current statement.

14 Right to reborrow

You may only reborrow an amount repaid if:

- the *balance owing* on the *account* for the *revolving loan* does not exceed the *limit*; and

本行可要求繳付全額

13.9 不論本行銀行協議有任何其他條款規定，本行可隨時要求立即清繳循環貸款戶口的欠款結餘。

不付款的後果

13.10 本行如截至到期繳款日仍未收到每月最低付款額，則：

- 閣下在繳付每月最低付款額前不可再用循環貸款卡；而且
- 本行可暫停閣下的循環貸款卡。

月結單

13.11 除第13.13條所述情況下，本行會每月就循環貸款戶口向閣下發出月結單。

13.12 閣下如認為閣下的月結單有誤，務請於月結單所示期間通知本行有關詳情，否則本行將視月結單為正確論。

13.13 倘若循環貸款戶口於當期月結單載數日期的結存或結欠餘額低於10港元，本行無需發出循環貸款的月結單。

本行如何運用所獲付款

13.14 本行可運用根據本行銀行協議收到的款項，按以下順序或本行決定的任何順序支付閣下對本行所欠的款項：

- 產品手冊、收費表或本行銀行協議其他部分所載的利息及其他收費；其次為
- 強制執行閣下應付本行的任何債項之相關成本；其次為
- 未付交易及現金提款；其次為
- 使用循環貸款卡所產生而並未載入當期月結單的費用、收費及交易。

14 循環再借權利

閣下僅可在下述情況下循環再借已償付的款項：

- 循環貸款戶口的欠款結餘不超過限額；及
- 閣下以其他形式符合本行慣常的循環再借條件。

- you otherwise satisfy our usual conditions for permitting reborrowing.

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

15 Liability

General

15.1 You are liable for:

- any failure to comply with the terms of our banking agreement;
- all transactions made using a *revolving card* (except for disputed transactions where you prove otherwise in accordance with clause 17 of the Client Terms); and
- the *balance owing* for the *account* for the revolving loan.

15.2 You are not liable for losses incurred due to:

- any use of the *revolving card* before you receive the *revolving card*;
- any unauthorised transactions which take place after you give us requisite notification of a lost or stolen revolving card;
- any use of a counterfeit card; or
- a fault in a terminal which is not obvious.

15.3 Our liability for such losses shall not exceed the amount of charges and interest incurred on the *revolving card* in the circumstances mentioned above.

Purchase of goods or services

15.4 We are not liable for:

- the refusal of any *electronic equipment* or *merchant*, financial institution or other person to accept the *revolving card*; and
- any defect or deficiency in goods or services supplied to you by any *merchant*, financial institution or other person.

You must resolve any complaint against any *merchant*, financial institution or other person and no claim against any of them may be set off against us.

Lost revolving card

15.5 If the *revolving card* is lost or stolen and you have not acted fraudulently or with gross negligence and you have complied with the procedures set out in the Security Procedures section in our Client Terms, then you are liable for the use of

閣下循環再借的任何款項屬於循環貸款的一部分。

15 責任

一般事項

15.1 閣下對以下各項負責：

- 並無遵守本行銀行協議的條款；
- 以循環貸款卡進行的所有交易（閣下根據客戶條款第17條證實並非如此進行的受爭議交易除外）；
- 循環貸款戶口的欠款結餘。

15.2 閣下對於下列各項引致的損失毋須負責：

- 閣下接獲循環貸款卡之前的任何循環貸款卡用量；
- 閣下按規定向本行通報循環貸款卡遺失或被竊後發生的任何未經授權交易；
- 任何假卡用量；或
- 終端機的不明顯錯誤。

15.3 本行對於上述損失承擔的責任，不超過在上述情況下產生的循環信用卡收費及利息。

購買貨品或服務

15.4 本行對於以下各項概不負責：

- 任何電子設備或商戶、財務機構或其他人士拒絕接受循環貸款卡；及
- 任何商戶、財務機構或其他人士向閣下所提供貨品或服務的任何瑕疵。

閣下必須自行解決對任何商戶、財務機構或其他人士的申訴，不得將對其申索與本行抵銷。

遺失循環貸款卡

15.5 倘若循環貸款卡遺失或被竊，而閣下並無涉及欺詐或嚴重疏忽行為，並已根據本行客戶條款中保安程序一節執行有關程序，則閣下僅須對本行接獲有關循環貸款卡遺失或被竊通知前的循環貸款卡用量負責。

the *revolving card* before we receive notification regarding the lost or stolen card.

16 Additional services for your account

- 16.1 We may offer additional services for a *revolving loan* such as the 24-Hour Automated Phone Enquiries System and any other services we advise you or which are otherwise available from time to time. You can find out more about available services by contacting us.
- 16.2 If you sign up for additional services, you are bound by the terms of the additional services. To the extent of any inconsistency between the terms of the additional services and our banking agreement, our banking agreement prevails unless the terms of the additional services specify otherwise.

17 Cancellation and termination

Our Client Terms set out when you and we may end your use of any *product* and what you need to do if that happens. This includes immediate payment of the *balance* owing for the *account* for the *revolving loan*. This clause sets out additional circumstances in which you or we may cancel the *revolving loan*.

How to terminate

- 17.1 At any time we may choose to:
- cancel or suspend your right to use the *revolving card* or end the *revolving loan* with notice to you; and
 - refuse to re-issue, renew or replace the *revolving card* without giving you any notice or reason.
- 17.2 At any time, you may cancel the *revolving loan* by giving us reasonable notice in writing. However, we may charge you a cancellation fee (details of which are available by contacting us).

What happens if the account is terminated

- 17.3 If you or we end the *revolving loan*, you must:
- cut the *revolving card* in half so that the magnetic strip is no longer intact and return the card to us; and
 - immediately pay the *balance owing* for the *account* for the *revolving loan* together with any other amounts owing in connection with *revolving card* transactions which have been made before termination but which have not actually been debited to the account for the *revolving loan*.

16 閣下戶口的其他服務

- 16.1 本行可能對循環貸款提供其他服務，例如24小時電話自動服務系統及本行知會閣下或不時提供的任何其他服務。如欲索取本行所提供服務的詳情，請與本行聯絡。
- 16.2 閣下如簽訂使用任何其他服務，則須受有關服務的條款約束。其他服務的條款與本行銀行協議如有不符，概以本行銀行協議為準，惟有關其他服務條款另有註明者除外。

17 取消及終止

本行的客戶條款載列閣下及本行可終止閣下對任何產品的使用之情況，以及閣下在有關情況下需要採取的行動，包括立即繳付循環貸款戶口欠款結餘。本條款列閣下或本行可取消循環貸款的其他情況。

如何終止

- 17.1 本行可隨時：
- 向閣下發出通知而取消或暫停閣下使用循環貸款卡或終止循環貸款；及
 - 拒絕重發、續發或補發循環貸款卡而不給予閣下任何通知或理由。
- 17.2 閣下可隨時給予本行合理書面通知而取消循環貸款。然而，本行可向閣下徵收取消費（詳情請與本行聯絡）。

戶口終止的情況

- 17.3 倘若閣下或本行終止循環貸款，則閣下必須：
- 將循環貸款卡剪成兩半，破壞磁帶，並向本行交還該卡；並且
 - 立即繳付循環貸款戶口的欠款結餘以及在終止前進行但並未實際記入循環貸款戶口的循環貸款卡交易之任何其他相關欠款。

18 Variation

- 18.1 If you are not comfortable with any changes we make to our banking agreement, you may terminate the revolving loan in accordance with the procedure in clause 17.
- 18.2 If we notify you of any changes to our banking agreement in accordance with any applicable law and you keep or use the *revolving card*, the *account* for the *revolving loan* or the *PIN/password*, you are taken to have agreed to the changes.

19 Suspicious transactions

We need not honour suspicious transactions (and need not notify you if this is the case).

20 Telephone enquiry

- 20.1 When we receive an enquiry by telephone, we may verify an enquirer's identity by asking them to provide your Hong Kong Identity Card number (or passport number if you do not have a Hong Kong Identity Card), the loan amount applied for and any other information we see fit. If we genuinely believe the enquirer to be you, you authorise us to disclose the following data to the enquirer:

- loan approval status (approved, pending or rejected); and
- if the loan is approved, the exact amount approved, the interest rate, the repayment period and the drawdown date.

- 20.2 You may use the 24-Hour Automated Phone Enquiries System to:

- enquire about the status of your *revolving loan* application; or
- if your *revolving loan* application has been approved, activate the *revolving card*.

If you do, you are bound by the terms and conditions which apply to the 24-Hour Automated Phone Enquiries System.

18 修訂

- 18.1 閣下如不滿意本行對本行銀行協議的任何修訂，可根據第17條所訂程序終止循環貸款。
- 18.2 倘若在本行根據任何適用法例知會閣下本行銀行協議的任何修訂後，閣下仍然保留或使用循環貸款卡、循環貸款戶口或私人密碼／密碼，則閣下將被視為同意有關修訂。

19 可疑交易

本行毋須兌付可疑交易（並且毋須在此情況下通知閣下）。

20 電話查詢

- 20.1 當本行接到電話查詢時，本行為核實查詢人的身分，可能會要求對方提供閣下的香港身份證號碼（倘若閣下沒有香港身份證，則為護照號碼）、所申請貸款額及本行認為適當的任何其他資料。閣下授權本行在真誠相信查詢人為閣下的情況下，向查詢人提供以下資料：

- 貸款批核狀況（已經批核、尚待批核或拒絕批核）；及
- （如已批核）所批核的具體金額、利率、還款期及提取日。

- 20.2 閣下可利用24小時電話自動服務系統：

- 查詢閣下的循環貸款申請狀況；或
- （倘若閣下的循環貸款申請已獲批核）啟用循環貸款卡。

在此情況下，閣下受到24小時電話自動服務系統有關條款及細則的約束。

Part C - Personal line of credit/overdraft

21 Choosing the account that is right for you

We can structure your *line of credit/overdraft* to suit your personal banking needs. If you need us to explain any of the features of, or the terms applying to, any *line of credit/overdraft*, please contact us.

22 Your limit

Limit

- 22.1 You may only draw on a *line of credit/overdraft* up to the *limit*. We may cancel or vary the *limit* at any time.
- 22.2 You must not draw in excess of the *limit* unless we agree.

Exceeding the limit

- 22.3 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 *line of credit/overdraft* to be maintained within the *limit*; and
 - you must pay the excess immediately.

23 Using your line of credit/overdraft

We make funds available to you through your account for the *line of credit/overdraft* in accordance with our usual practice from time to time. This must be an *account* of a type we specify which must be maintained at all times for the purposes of our *line of credit/overdraft*. We may change this *account* at any time for any reason.

24 Interest, fees and charges

Interest

- 24.1 We charge interest on that part of the *balance owing* for the *account* for the *line of credit/overdraft* which is within the *limit* at the rate set out in the approval or any other rate we determine from time to time.
- 24.2 Tiered interest may be charged for the *balance owing* on a *line of credit/overdraft*.
- 24.3 Unless otherwise specified 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).

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21 選擇適合閣下的戶口

本行可以配合閣下的個人理財需要，為閣下安排 *備用透支／透支*。閣下如需本行解釋任何 *備用透支／透支* 的特點或適用條款，請與本行聯絡。

22 閣下的限額

限額

- 22.1 閣下僅可動用不超過 *限額* 的 *備用透支／透支*。本行可隨時取消或更改 *限額*。
- 22.2 未經本行同意，閣下不得提取超過 *限額* 的款項。

超逾限額

- 22.3 本行有時會允許閣下超逾 *限額*。倘若本行允許：
- 並不表示本行放棄要求閣下保持 *備用透支／透支* 不超逾 *限額* 的權利；而且
 - 閣下必須立即支付超逾部分。

23 使用閣下的備用透支／透支

本行根據本行當時的慣常做法，通過閣下的 *備用透支／透支戶口* 為閣下提供資金。有關 *戶口* 必須屬於本行指定的類型，並且必須一直為本行的 *備用透支／透支* 而維持。本行可不時基於任何理由而更改該 *戶口*。

24 利息、費用及收費

利息

- 24.1 本行可對 *備用透支／透支戶口* 中不超過 *限額* 的欠款結餘按批核所列的利率或本行不時決定的任何其他利率徵收利息。
- 24.2 *備用透支／透支* 的欠款結餘可能徵收分層利息。
- 24.3 除本行銀行協議另有註明者外，利息逐日累算，按一年365日基準計算（如屬閏年則為一年366日）。
- 24.4 利息於每月最後一日在閣下 *戶口* 收取。

- 24.4 Interest is charged to your account on the last day of each month.
- 24.5 If you do not make payment when we ask, we may charge a late payment fee as set out in the *tariff sheet* or elsewhere in our banking agreement. Please contact us for further details.
- 24.6 If the *balance owing* on the account for the *line of credit/overdraft* exceeds the *limit*, we may charge interest on that excess at the *default rate* as set out in the *tariff sheet* or elsewhere in our banking agreement. Please contact us for further details.

Minimum interest amount

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

When interest is payable

- 24.8 Interest is debited from your account for the *line of credit/overdraft* monthly in arrears or at any other times we determine.

Fees

- 24.9 The fees and charges for your *line of credit/overdraft* are set out in the *tariff sheet* or elsewhere in our banking agreement. Please contact us for further details.

25 When you must repay

- 25.1 We may ask you to repay all or part of the *balance owing* for your account for the *line of credit/overdraft* at any time. If we do so, you must immediately pay the amount we demand.
- 25.2 We may ask you to pay a minimum monthly repayment each month (see the *product brochure* for details).

26 Repayment

Minimum monthly repayment

- 26.1 On or before the due date set out in the statement we issue for a *line of credit/overdraft*, you must pay at least the minimum monthly repayment as set out in the statement. Alternatively, you may pay the *balance owing* for the account for the *line of credit/overdraft* as set out in the statement.
- 26.2 Your liability to us remains even if, for any reason, you do not receive your periodic statement.
- 26.3 If an amount is due on a day which is not a business day, you must pay it on or before the next business day.

- 24.5 倘若閣下並無在本行要求時付款，本行可徵收收費表或本行銀行協議其他部分所載的逾期費。進一步詳情請與本行聯絡。

- 24.6 倘若備用透支／透支戶口的欠款結餘超逾限額，本行可就超逾部分按收費表或本行銀行協議其他部分所載的拖欠利率徵收利息。進一步詳情請與本行聯絡。

最低利息額

- 24.7 倘若應支付的利息低於本行規定的任何最低利息額，閣下必須支付最低利息額。

利息到期時

- 24.8 利息於每月底或本行決定的任何其他時間從閣下的備用透支／透支戶口扣除。

費用

- 24.9 閣下備用透支／透支的費用及收費載於收費表或本行銀行協議其他部分。進一步詳情請與本行聯絡。

25 閣下須於何時還款

- 25.1 本行可隨時要求閣下償付閣下的備用透支／透支戶口的全部或部分欠款結餘。在此情況下，閣下必須立即支付本行要求的款項。
- 25.2 本行可要求閣下每月支付每月最低付款額（詳見產品手冊）。

26 還款

每月最低付款額

- 26.1 閣下須於本行就備用透支／透支發出的月結單所示到期繳款日或之前，最少支付月結單所示的每月最低付款額。閣下亦可支付月結單所示備用透支／透支戶口的欠款結餘。
- 26.2 即使閣下基於任何原因而沒有收到閣下的定期月結單，閣下對本行所負責任概不受任何影響。
- 26.3 倘若有關款項於非營業日到期，則閣下須於下個營業日或之前支付。

Calculation of minimum monthly repayment

26.4 We calculate the minimum monthly repayment in accordance with our usual practice. Please refer to your *product brochure* or contact us for further information.

Methods of repayment

26.5 We advise you of the manner in which you must repay any repayment on the line of *credit/overdraft*.

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

26.7 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:

- ensure that you have sufficient funds in the account to be debited for an amount equal to:
 - at least the minimum monthly repayment;
 - any applicable charges/fees; and
 - any other amount you owe us in connection with the *line of credit/overdraft*;
- not stop cheques;
- not cancel or vary any payment arrangement (unless we ask you to do so to reflect a change in the minimum monthly repayment) or close or change the account on which cheques are drawn.

26.8 The proceeds of any payment instruction are taken into account in determining the funds available for drawdown on your *line of credit/overdraft* only after the payment instrument is cleared.

Automatic repayment from account with another institution

26.9 If we require you to repay by automatic payment from an account with another financial institution you must:

- organise a payment arrangement with the other financial institution under which an amount equal to:
 - the minimum monthly repayment;
 - the applicable charges/fees; and
 - any other amount you owe us in connection with the *line of credit/overdraft*,

is debited from that account on each payment date to your account for the line of *credit/overdraft* and give us satisfactory evidence that this is in place; or

每月最低付款額的計算

26.4 本行根據慣常做法計算每月最低付款額。請參閱閣下的*產品手冊*，或聯絡本行索取更多資料。

還款方法

26.5 本行會通知閣下償還任何*備用透支／透支*的方法。舉例而言，本行可要求閣下指定戶口直接扣賬還款，並要求閣下向本行提供文件以便從有關戶口直接扣賬。

26.6 閣下須遵守本行有關還款方法的一般規定，包括本條所載的任何規定。

26.7 閣下須確保任何付款憑據或付款指示均獲兌現。舉例而言，閣下：

- 必須確保戶口有足夠資金以供扣賬，金額相當於：
 - 至少為每月最低付款額；
 - 任何有關收費／費用；及
 - 閣下就*備用透支／透支*對本行所欠的任何其他款項；
- 不可截停支票；
- 不可取消或更改任何付款安排（除非是本行因應每月最低付款額變動而提出有關要求）或結束或更改支票的支付戶口。

26.8 任何付款指示的所得款項僅會在作付款用的文書結清後才計入閣下的*備用透支／透支*可提取資金。

從另一機構的戶口自動還款

26.9 倘若本行要求閣下從另一財務機構的戶口作出自動還款，閣下必須：

- 與該財務機構訂立付款安排，於各到期繳款日從有關戶口扣除相當於下列數額的款項支付到閣下的*備用透支／透支戶口*：
 - 每月最低付款額；
 - 任何有關收費／費用；及
 - 閣下就*備用透支／透支*對本行所欠的任何其他款項，

- provide us with any authority we require to enable us to debit the above amounts, from that account.

Payment in full if we ask

26.10 Despite any other term of our banking agreement, at any time we may demand immediate payment of the *balance owing* for the account for the *line of credit/overdraft*.

What happens if you do not pay

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

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

How we apply payments

26.12 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 other charges as set out in the *product brochure, tariff sheet* or elsewhere in our banking agreement; then
- costs in relation to enforcing any debt you owe us; then
- unpaid transactions and cash withdrawals; then
- fees, charges and transactions incurred from the use of the *line of credit/overdraft* not yet shown on the current statement.

27 Right to reborrow

You may only reborrow an amount repaid if:

- the *balance owing* on the account for the *line of credit/overdraft* does not exceed the *limit*; and
- you otherwise satisfy our usual conditions for permitting reborrowing.

Any amount you reborrow forms part of the *line of credit/overdraft*.

28 Telephone enquiry

When we receive an enquiry by telephone, we may verify an enquirer's identity by asking them to provide your Hong Kong Identity Card number (or passport number if you do not have a Hong Kong

並且向本行提供有關安排實行的充分證明；或

- 向本行提供所需的任何授權，以便本行從有關戶口扣取上述款項。

本行可要求繳付全額

26.10 不論本行銀行協議有任何其他條款規定，本行可隨時要求立即清繳備用透支／透支戶口的欠款結餘。

不付款的後果

26.11 本行如截至到期繳款日仍未收到每月最低付款額，則：

- 閣下在繳付每月最低付款額前不可再用備用透支／透支；而且
- 本行可暫停閣下的備用透支／透支。

本行如何運用所獲付款

26.12 本行可運用根據本行銀行協議收到的款項，按以下順序或本行決定的任何順序支付閣下對本行所欠的款項：

- 產品手冊、收費表或本行銀行協議其他部分所載的利息及其他收費；其次為
- 強制執行閣下應付本行的任何債項之相關成本；其次為
- 未付交易及現金提款；其次為
- 使用備用透支／透支所產生而並未載入當月月結單的費用、收費及交易。

27 循環再借權利

閣下僅可在下述情況下循環再借已償付的款項：

- 備用透支／透支戶口的欠款結餘不超過限額；及
- 閣下以其他形式符合本行慣常的循環再借條件。

閣下循環再借的任何款項屬於備用透支／透支的一部分。

Identity Card), the loan amount applied for and any other information we see fit. If we genuinely believe the enquirer to be you, you authorise us to disclose the following data to the enquirer:

- loan approval status (approved, pending or rejected); and
- if the loan is approved, the exact amount approved, the interest rate and the drawdown date.

28 電話查詢

當本行接到電話查詢時，本行為核實查詢人的身分，可能會要求對方提供閣下的香港身份證號碼（倘若閣下沒有香港身份證，則為護照號碼）、所申請貸款額及本行認為適當的任何其他資料。閣下授權本行在真誠相信查詢人為閣下的情況下，向查詢人提供以下資料：

- 貸款批核狀況（已經批核、尚待批核或拒絕批核）；及
- （如已批核）所批核的具體金額、利率及提取日。

Part D - Meaning of words

29 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 personal *instalment loans*, personal *revolving loans* and personal *lines of credit/overdrafts*.

default rate means the rate of interest per day or annum applying to any outstanding amount as set out in the *tariff sheet* or elsewhere in our banking agreement.

instalment loan means the outstanding principal amount of each drawdown of a loan made under Part A of these terms. It includes a top up loan.

limit means, for a personal *instalment loan*, personal *revolving loan* or a *line of credit/overdraft*, the limit set out in the *approval* for the *product* (as we may vary at any time).

line of credit/overdraft means a personal line of credit we make available to you under Part C of these terms.

our banking agreement means the agreement between you and us formed when we accept an *application* from you, the terms of which include our Client Terms and these terms.

repayment account means a savings account or current/cheque account opened and maintained by us or any other financial institution which you and we have agreed is to be the account into which we may deposit the *instalment loan* or *revolving loan* and/or from which we may debit instalments or repayments.

terminal means any *ATM*, dial terminal, telephone used for electronic transmission, electronic data capture terminal, smart card terminal, Instant Cheque Deposit Machine, Cash Deposit Machine, point-of-sale terminal or other terminal which enables you to give instructions.

D部 - 詞語涵義

29 詞語涵義

謹請閣下同時參閱載有本條款所用關鍵詞定義的客戶條款。本條款如有界定在客戶條款中已定義的詞語，則本條款所載定義適用於私人分期貸款、私人循環貸款及私人備用透支／透支。

拖欠利率指本行收費表或本行銀行協議所載適用於任何結欠賬項的日或年度利率。

分期貸款指根據本條款A部所授貸款每次動用的未償還本金，包括新加貸款。

限額（就私人分期貸款、私人循環貸款或私人備用透支／透支而言）指有關產品之批核所訂的限額（可由本行不時修改）。

備用透支／透支指本行根據本條款C部向閣下提供的私人透支服務。

本行銀行協議指本行接納閣下的申請時，閣下與本行訂立的協議，有關條款包括本行的客戶條款及本條款。

還款戶口指閣下與本行協定的在本行或任何其他財務機構開立及維持的儲蓄或往來／支票戶口，可供本行存入分期貸款或循環貸款及／或本行可從中扣除分期付款項或償付款項。

終端機指任何自動櫃員機、撥號終端機、用作電子傳送的電話、電子數據記錄終端機、智能卡終端機、支票存款機、現金存款機、銷售點終端機或閣下可通過其發出指示的其他終端機。