

**HSBC Premier Elite Terms and Conditions**

Between The Hongkong and Shanghai Banking Corporation Limited (referred to as “we”, “us”, “our” or “HSBC”) and you as an HSBC Premier Elite client (“you”).

**A. General Terms and Conditions**

- 1) HSBC Premier Elite is made available to you on these terms and conditions (the “Terms”).

**Benefits**

- 2) HSBC Premier Elite is available to HSBC Premier clients and is an enhancement of your HSBC Premier service.
- 3) Except as otherwise referred to in these Terms, your HSBC Premier Bank Account will continue to be governed by the Integrated Account Terms and Conditions (as may be amended from time to time) and the charges will be the charges applicable to that account.
- 4) HSBC Premier Elite gives you access to benefits and privileges, including access to selected premium financial and non-financial services and products. Details of the products, services and benefits which are available to you are shown in the HSBC Premier Elite Welcome Pack which you can obtain from your dedicated HSBC relationship manager, from our branches or our public website. We may change, add or withdraw any of these products, services and benefits from time to time. Details are also available on request from your dedicated HSBC relationship manager.
- 5) The terms and conditions and the eligibility requirements which will apply to the products and services available through HSBC Premier Elite will be set out or referred to in the details relating to each product or service.
- 6) We may offer HSBC Premier Elite clients preferential fees and charges and beneficial terms and rates on products and services. Please check with your dedicated HSBC relationship manager for information about the prevailing fees, charges, terms and rates available to you. We may change these fees, charges, terms and rates from time to time and we will give you such notice as is required by the terms and conditions applicable to the products and services or which is legally required.

**Eligibility for HSBC Premier Elite**

- 7) HSBC Premier Elite is available to holders of an HSBC Premier Bank Account who have maintained an average Total Relationship Balance with HSBC in Hong Kong over the immediately preceding three consecutive calendar months of at least HK\$7,800,000 (such three-month average Total Relationship Balance which must be maintained in order to qualify for HSBC Premier Elite is referred to as “Qualifying Balance”) immediately prior to the commencement of HSBC Premier Elite service. Please refer to Appendix 1 for the definition of “Total Relationship Balance”.

**Becoming and remaining an HSBC Premier Elite client**

- 8) We will notify you that you have become an HSBC Premier Elite client. However, if you do not wish to remain as an HSBC Premier Elite client, you may at any time withdraw from HSBC Premier Elite by giving us notice in accordance with paragraph 15) below.
- 9) Your eligibility to be an HSBC Premier Elite client will continue while you continue to hold a Qualifying Balance. The availability of HSBC Premier Elite and your eligibility to enjoy the products, service and benefits of HSBC Premier Elite may expire or be terminated in accordance with the terms of paragraphs 10), 13), 14) and 15) below.
- 10) After the end of each calendar month, we will look back to determine if you have maintained a Qualifying Balance for the previous 3 months. If you have been unable to maintain a Qualifying Balance, your eligibility for HSBC Premier Elite will expire at the end of a period of 12 months starting from the end of the previous calendar month.

- 11) We will notify you in advance that you have not held a Qualifying Balance and that your eligibility for HSBC Premier Elite is due to expire as above. We will, in any event, notify you at least 1 month prior to the expiry of your eligibility for HSBC Premier Elite if your eligibility for HSBC Premier Elite has not been extended by then in accordance with paragraph 12) below.
- 12) If, before the expiry of your eligibility for HSBC Premier Elite in accordance with paragraph 10) above, you again hold a Qualifying Balance (see paragraph 7) above) then your eligibility for HSBC Premier Elite will continue and will not expire. We may not notify you of the withdrawal of the expiry date in this case.

### **Expiry or termination**

- 13) You will no longer be an HSBC Premier Elite client if, for any reason, you are no longer an HSBC Premier client.
- 14) We may terminate your eligibility for HSBC Premier Elite :
  - at any time by giving you not less than one month's notice, or
  - immediately on giving notice if we reasonably consider that by continuing to be an HSBC Premier Elite client or by continuing to make the products, service and benefits of HSBC Premier Elite available to you we may break any law, regulation, code, court order or other duty or may be acting contrary to a recommendation, requirement or decision of any court, ombudsman, regulator or similar authority or may be exposed to action or censure from any government, regulatory or law enforcement or taxation authority.
- 15) You may withdraw from HSBC Premier Elite by giving notice to us through our HSBC Hotline or your HSBC relationship manager or our branches.
- 16) On the expiry or termination of your eligibility for HSBC Premier Elite or upon your withdrawal from HSBC Premier Elite, you will continue as an HSBC Premier client if you continue to hold your HSBC Premier Bank Account and to qualify for HSBC Premier in accordance with the eligibility criteria applying to it.
- 17) On expiry or on termination of your eligibility for HSBC Premier Elite or upon your withdrawal from HSBC Premier Elite, you will no longer be eligible to apply for the products and services which are available only to HSBC Premier Elite clients. Each of these products and services which you are then using may either continue or be withdrawn according to the type of product or service and to the terms and conditions applicable to it. Any special terms or rates of charges or other benefits available only to HSBC Premier Elite clients may no longer apply or be available to you either with immediate effect or after a period of notice according to the type of product or service and to the applicable terms and conditions. If there are any changes to the terms or charges applicable to the product, service or benefit which you are then using, we will notify you of those changes. You may consult your dedicated HSBC relationship manager for more information about these arrangements before your eligibility for HSBC Premier Elite expires or is terminated or your withdrawal from HSBC Premier Elite.
- 18) Being an HSBC Premier Elite client gives you access to products and services available from various suppliers ("Partners") which are not part of HSBC nor connected with us. These products and services will be provided to you under agreements which will be made directly between you and the Partners. These agreements with the Partners will be made on their terms and conditions of business. These terms and conditions of business will be made available to you by the Partners before you enter into an agreement with the Partner. Before you enter into an agreement with or buy or use the products or services of a Partner, please take time to read their terms and conditions of business. Your dedicated HSBC relationship manager will be pleased to assist you if you need help. Information about the Partners and the products and services available from them is included in the HSBC Premier Elite Welcome Pack and our public website. HSBC is not responsible for the delivery of their products and services or for any failure on the part of the Partners in the delivery or non-delivery of their products or services.
- 19) We may make changes to these Terms at any time if we reasonably consider the change is to your advantage or is needed for any one or more of the following reasons. These reasons may relate to circumstances existing at the time or those that are expected to apply in the near future:
  - to respond proportionately to changes in law;

- to meet HSBC's regulatory requirements;
- to reflect industry guidance and codes of practice;
- to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar authority;
- to allow us to make reasonable changes to the way in which HSBC Premier Elite operates or to offer or provide new or modified products, services and benefits.

20) We will give you notice of a change that is applicable to you in the manner as we consider appropriate.

## **Complaints**

21) If the provision of services by HSBC to you as an HSBC Premier Elite client falls short of your expectations, please raise your concerns with your dedicated HSBC relationship manager or contact our HSBC Hotline or email us at [feedback@hsbc.com.hk](mailto:feedback@hsbc.com.hk) quoting "HSBC Premier Elite ". Concerns about services made available by the Partners should be directed in the first instance to the Partners in accordance with their complaints procedures. If you are unable to resolve your concerns with the Partners, please raise the matter with us via the channels mentioned above.

## **B. The Collection and Use of Your Information**

### **Data Privacy**

22) From time to time, it is necessary for you to supply us with data to enable us to provide you with the products, services and benefits which are available to HSBC Premier Elite clients or in connection with our servicing you as an HSBC Premier Elite client. HSBC is committed to keeping your information private. You will find full details of how your information (including your personal data) may be used in the Integrated Account Terms and Conditions and the Data Privacy Notice (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) as applicable to you (the "Notice"). You can obtain a copy of the Integrated Account Terms and Conditions and the Notice by asking your dedicated HSBC relationship manager or visiting our branches or our public website or contacting our HSBC Hotline.

### **Collection of Your Information**

23) HSBC may collect information about you through your banking relationship (as set out in the Integrated Account Terms and Conditions and the Notice) and collect information about you through any available sources.

HSBC may also collect information about you from the Partners and from anyone they ask to provide services to you, including:

- contact information that you provide to make bookings;
- information about enquiries that you make to the Partners, including enquires for which no booking is made (such as enquiries about recreation, property searches and management, education and health services);
- information about bookings that are made through the Partners, including event bookings, dining bookings, travel dates, travel destinations and hotel bookings;
- information about interests and preferences, including brands that you like and companies that you buy from; and
- details collected by the Partners relating to your registration, preference or use or purchase of the Partners' services or products.

## **Use of Your Information**

- 24) HSBC will use, process, transfer and disclose information about you and your use of HSBC Premier Elite services (including your use of Partners' services) to:
- provide you with a broader range of investment, insurance, and banking products and services;
  - provide you access to the services of the Partners and other third parties providing services in connection with HSBC Premier Elite;
  - enable HSBC (including your relationship manager) to understand your needs and preferences (including contacting you about products and services tailored to your needs, if you agree to it) and conduct market research;
  - send you direct marketing materials, if you agree to it (note: acceptance of these Terms will not change your marketing preference maintained in the Bank); and
  - carry out the purposes as stated in the Integrated Account Terms and Conditions and the Notice.

## **Data Sharing**

- 25) HSBC may share your information with carefully selected third parties to support our processing of your information and provide the products, service and benefits available from HSBC Premier Elite. We will always ensure that these third parties process your information in accordance with applicable data protection laws and our own internal standards. HSBC may also share your information with other parties (within or outside Hong Kong) as set out in the Integrated Account Terms and Conditions and the Notice for the purposes as stated in those terms. Your information may also be shared between us and Partners or third parties providing services in connection with HSBC Premier Elite for the purposes of any enquiries or complaints about the services provided to you.
- 26) HSBC and third parties who receive your information from HSBC may be located in countries where data protection laws do not provide the same standard of protection as they do in the country in which you live. HSBC will always ensure that your information will be protected by a strict code of secrecy and security and handled in accordance with applicable data protection laws. By remaining as an HSBC Premier Elite client, you agree that your data may be transferred to countries where data protection laws do not provide the same standard of protection as they do in the country in which you live.
- 27) Should HSBC decide to replace any Partner (the "Outgoing Partner") with another Partner (the "Incoming Partner") in relation to the same type of service, to facilitate a smooth transition from one to the other and reduce any inconvenience to you caused by the transition process, HSBC may require the Outgoing Partner to share information that it holds about you with the Incoming Partner. This information may be shared before you have activated your registration with the Incoming Partner. That information may also be delivered by the Outgoing Partner to the Incoming Partner through HSBC. Any such information will be shared in accordance with applicable law and regulation.

## **Your Responsibility**

- 28) HSBC may also connect you with Partners and other third parties through your use of the HSBC Premier Elite services, these third parties may collect your information directly from you and through your use of the HSBC Premier Elite services. Please note that third parties you provide your information to should have their own privacy policies and will handle your information in accordance with their policies. Please ensure that you review the privacy policies and accept their terms before using their services. HSBC does not accept any liability for your use of their services. You are also required to ensure that any third parties whose information is provided by you to us or to Partners or other third parties through your use of the HSBC Premier Elite services has been notified of and agreed to the collection and use of their information in the same way as your information as set out in these terms.

29) For more information in relation to data privacy and data sharing under these terms, please contact our HSBC Hotline or visit our branches or our public website.

### **Governing Law**

30) The laws of the Hong Kong Special Administrative Region govern these Terms.

31) The English version of these Terms prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms is for reference only.

32) You submit to the non-exclusive jurisdiction of the Hong Kong courts. These Terms may be enforced in the courts of any competent jurisdiction.

33) No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Terms.

If you have questions about these Terms, please contact our HSBC Hotline or ask your dedicated HSBC relationship manager or visit our branches.

## **Appendix 1**

### **Total Relationship Balance**

**“Total Relationship Balance”** (TRB)<sup>1</sup> includes:

- Hong Kong dollar/Renminbi/Foreign currency deposits
- Market value of the following investments: local and overseas securities, unit trusts, bonds, certificates of deposit, equity linked investments, structured notes, Monthly Investment Plan (Stocks/Unit Trusts) and Wayfoong Statement Gold
- Deposit amounts of Deposit Plus and Structured Investment Deposits
- Utilised lending facilities (excluding mortgages and amounts outstanding on credit cards)
- Life insurance with savings or investment component\*
- HSBC MPF balances and HSBC ORSO Defined Contribution Scheme balances which are administered by The Hongkong and Shanghai Banking Corporation Limited

\* For life insurance with savings component:

- Investment-linked life insurance policies include the total cash value of the policies
- Other life insurance policies include the total cash value of the policies OR total premium paid less any annuity payments received (if applicable), whichever is higher

To determine your overall TRB in sole capacity, the applicable TRB of all your personal sole account(s)<sup>2</sup> and all your joint account(s)<sup>3</sup> will be included in the calculation.

To determine your overall TRB in joint capacity, the applicable TRB of all your joint account(s)<sup>2</sup> held with the same joint account holders will be included in the calculation.

Notes:

1. There may be a time lag before the value of certain investment transaction (eg Initial Public Offering (IPO) subscriptions for securities, bonds, open-end funds and certificates of deposit) and life insurance policies will be included in the TRB due to the processing time required and therefore may affect the TRB in the Bank's record.
2. All these accounts must be held or registered under the same name(s) and identity number(s).
3. Your name and identity number held or registered under these joint accounts must be the same as that held or registered under your sole account.

The HSBC Premier Elite Terms and Conditions can be found on HSBC Hong Kong public website > Premier Elite > Forms and Documents Download.