

## TERMS & CONDITIONS FOR HSBC PREMIER TRAVEL MASTERCARD® CREDIT CARD

This Amended Terms and Conditions will supersede the existing Terms and Conditions effective 01<sup>st</sup> October 2023

- Clause 62, Table 1: The Charity Merchant Category Code (MCC) has been amended.

### **DEFINITION**

1. "HSBC" or "We" or "Our" or "Us" refers to HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)).
2. "Programme" refers to HSBC Premier Travel Mastercard Credit Card Programme.
3. "Eligible Cardholders" or "You" or "Your" refers to all primary and/or supplementary cardholders of a HSBC Premier Travel Mastercard Credit Card excluding the following categories of persons:
  - a. Cardholder(s) of HSBC Premier Travel Mastercard Credit Cards that are not issued in Malaysia; and/or
  - b. Cardholder(s) of invalid or cancelled HSBC Premier Travel Mastercard Credit Cards and/or whose accounts are delinquent within HSBC's definition;
  - c. Cardholder(s) of company and/or corporate HSBC Credit Cards.
4. "HSBC Credit Card" or "HSBC PTC" refers to a HSBC Premier Travel Mastercard Credit Card issued in Malaysia.
5. "Air Miles" refers to HSBC Air Miles earned through the use of a HSBC PTC for transactions charged and posted to the Eligible Cardholder's credit card account.
6. "Eligible Spend" collectively refers to transactions eligible for Air Miles earning as defined in Clauses 17 and 25.
7. "Air Miles Cap" refers to the maximum Air Miles to be awarded per Eligible Cardholder's HSBC Credit Card account, per calendar month.
8. "Merchant Category Code" is code assigned by the respective acquiring bank to identify the type of business or service the company offers.
9. "Merchant Identity Description" is a name or description assigned by the respective acquiring bank to differentiate merchants.
10. "Posting Date" refers to the date the transaction is charged to the credit card and may be a few days later than the actual transaction date.
11. "Charity Donation" means the charity contribution to be paid by the Bank to the Selected Charity Organization(s) as described in Clause 59 below.
12. "Eligible Charity Spend" refers to transactions made at the charitable/non-profitable organization(s) which correspond with the Merchant Category Code specified in Table 1 (Part G Charity Donation by the Bank) below.
13. "Selected Charity Organization(s)" means the charity organization(s) selected by the Bank to receive the Charity Donation. For the list of Selected Charity Organization(s) refer to [www.hsbc.com.my/charities](http://www.hsbc.com.my/charities).

## **PROGRAMME**

14. This Programme consists of the following privileges:
  - a. Air Miles
  - b. Airport Lounge Programme
  - c. Agoda Offer
  - d. Expedia Offer
  - e. Charity Donation by the Bank
  - f. Complimentary Global Data Roaming by Flexiroam
  - g. Complimentary Digital Health Services by Allianz
15. The privileges extended to Eligible Cardholders are reviewed on a periodic basis and may be substituted, changed and/or withdrawn by HSBC with 3 days prior notice.
16. The privileges under this Programme are for all primary Eligible Cardholders. Supplementary Eligible Cardholders may participate or enjoy the privileges of the following:
  - a. Section C (Agoda Offer)
  - b. Section D (Expedia Offer)
  - c. Section G (Digital Health Services by Allianz)

### **A. AIR MILES**

17. Eligible Cardholders who spend using their HSBC PTC will earn Air Miles on each transaction except listed below:
  - a. Fees and charges as per Bank's Tariff and Charges and applicable tax, if any; and/or
  - b. Cash Advance, Balance Transfer Instalment, Card Instalment Plan, Cash Instalment Plan, Balance Conversion Plan, bill payment through HSBC Internet Banking, JomPay transactions, and FPX transactions; and/or
  - c. Transactions at the petrol stations, government related transactions, charitable/non-profitable organisation related transactions, Quasi Cash Transactions (which refers to transactions in stored value such as gambling chips, wire transfer money order, traveller's cheques, lottery tickets); which correspond with Merchant Category Code, listed below:

<b>Category</b>	<b>Merchant Category Code ("MCC")</b>
Petrol	5541, 5542
Government services	9211, 9222, 9223, 9311, 9399, 9402, 9405
Charitable Organisation	8398, 8641, 8651, 8661
Quasi Cash Transactions	6050, 6051

18. Eligible Cardholders will earn Air Miles for below category of spend:
  - a. 1.1x Air Miles for every RM1.00 overseas spend in foreign currency as defined in Clause 21 below; and/or
  - b. 1x Air Miles for every RM4.00 local spend as defined in Clause 22 below.
19. For clarity, Air Miles will be awarded based on transaction posted to the Eligible Cardholder's HSBC Credit Card account and rounded down to the nearest Ringgit.

*For example:*

Eligible Cardholder spends RM1,133.52 overseas. Air Miles earned will be calculated and rounded down:

RM1,133.52 X 1.1 = 1,246.872, which will be rounded down to 1,246 Air Miles

20. Each category of spend is subject to Air Miles Cap as follows:
- Overseas spend: 20,000 Air Miles
  - Local spend: 30,000 Air Miles
21. Eligible Spend for Overseas Spend are those that:
- Are posted to the Eligible Cardholder's HSBC Credit Card account; and
  - Includes** overseas spend made in foreign currency outside Malaysia, online transactions in foreign currency, insurance and utility payments; and
  - Excludes those stated in Clause 17 above and all local spend.**
22. Eligible Spend for Local Spend are those that:
- Are posted to the Eligible Cardholder's HSBC Credit Card account; and
  - Includes** all local spend made within Malaysia, including online transactions in local currency, insurance and utility payments; and
  - Excludes those stated in Clause 17 above.**
23. The tracking of the Eligible Spend is based on posting date (Malaysian Time).
24. Air Miles will only be awarded for Local Spend of RM4 and above. If the Local Spend is below RM4.00, Air Miles will not be awarded.
25. All Eligible Spend are calculated based on total consolidated (primary and supplementary/ies) spending per calendar month for the respective categories. All Eligible Spend on the HSBC Credit Card made by the primary Eligible Cardholder and/or his/her supplementary/ies credit cardholder(s) will be consolidated and will not be viewed individually in meeting the Air Miles Cap.
26. The assignment of Merchant Category Code (MCC) and Merchant Identity Description (MID) for each merchant is performed by the respective merchant's acquiring bank and it is the responsibility of the particular acquiring bank to assign the correct MCC and MID. In the event that Additional Reward Points are not credited to the Eligible Cardholder's HSBC Credit Card account due to the incorrect assignment of MCC and MID by the acquiring bank, the Eligible Cardholder agrees that HSBC shall not be held responsible for such discrepancies which are beyond HSBC's control.

#### **EXAMPLES:**

##### Example 1:

Cardholder A spent RM2,500 with his HSBC PTC for the month of November 2019 as illustrated in the table below. Total Air Miles earned is 2,070.

Posting Date	Spend Particulars	Spend Amount (RM)	Denominator	Air Miles Earned
2 Nov 2018	St. Regis Hotel, Singapore	1,200	1.1x	1320
15 Nov 2018	Shopping at The Curve, Mutiara Damansara	800	0.25x	200
27 Nov 2018	Charles & Keith, Singapore	500	1.1x	550
<b>Total Spend</b>		<b>2,500</b>		
<b>Total Air Miles Earned</b>				<b>2,070</b>

Example 2:

Eligible Cardholder B spent RM1,899.89 with his HSBC PTC for the month of November 2019 as illustrated in the table below. Total Air Miles earned is 1,702.

Posting Date	Spend Particulars	Spend Amount (RM)	Denominator	Air Miles Earned
2 Nov 2018	Hong Kong Disneyland, Hong Kong	1,444.99	1.1x	<u>1,589</u> (Round down from 1,589.489)
15 Nov 2018	Shopping at KLCC, Kuala Lumpur	454.90	0.25x	<u>113</u> (Round down from 113.725)
<b>Total Spend</b>		<b>1,899.89</b>		
<b>Total Air Miles earned</b>				<b>1,702</b>

27. The Air Miles will only be credited to the primary Eligible Cardholders' HSBC PTC account and reflected in the statement in the month following the credit.
28. Primary Eligible Cardholders may redeem their Air Miles for the participating frequent flyer miles, items and vouchers listed on the HSBC Premier Travel Rewards catalogue available at [www.hsbc.com.my/rewards](http://www.hsbc.com.my/rewards).
29. The Eligible Cardholder's HSBC PTC must be in good standing at all times and **MUST BE PIN ACTIVATED** and **MUST NOT** be delinquent, invalid and/or cancelled within HSBC's definition, otherwise he/she will be disqualified from participating in this Programme and/or from earning Air Miles.
30. The Air Miles earned cannot be exchanged for cash or credit.
31. HSBC will not entertain requests to credit the Air Miles into any other HSBC credit card account; nor are Eligible Cardholders allowed to transfer or sell their Air Miles to any person.
32. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the redemption or usage of flight(s), stay(s) and/or item(s) redeemed with the Air Miles awarded under this Programme.
33. HSBC reserves the right, at its absolute discretion, in the allocation of the Air Miles to the Eligible Cardholders.
34. The Air Miles are valid for a period of 3 years and must be redeemed prior to their expiry as stated in the Eligible Cardholder's HSBC PTC monthly statement. HSBC will not entertain any request by the Eligible Cardholder or any other person for an extension of the validity of the Air Miles.
35. Once the Air Miles have been redeemed and are reflected in the airline frequent flyer programme, HSBC bears no liability and all queries thereafter should be directed to the respective airline. HSBC is not responsible for the actions of the airlines in connection with its frequent flyer programme.

## **B. AIRPORT LOUNGE PROGRAMME**

36. Primary Eligible Cardholders are entitled to enjoy complimentary visits to the Lounges, which is governed by the [Terms and Conditions of HSBC Plaza Premium Lounge Programme](#).

### **C. AGODA OFFER**

37. Eligible Cardholders can enjoy 7% discount for hotel bookings made through <http://www.agoda.com/hsbcmv> using their HSBC PTC. Hotel bookings made outside this website will not have the discount applied and no refunds will be given.
38. This Agoda Offer is applicable only to hotels with pre-paid room types that have the "Promotion Eligible" flag. "Pay at hotel" room types are not eligible for this Agoda Offer.
39. The 7% discount is applicable to hotel room charges only, and excludes local taxes, service fees and any other additional charges.
40. The 7% discount shall be applicable to the total amount regardless of the number of rooms or nights of stay reserved as there is no set minimum or maximum number of rooms or nights of stay required.
41. The hotel room bookings are subject to availability on Agoda.
42. This Agoda Offer cannot be exchanged for cash or other products or services.
43. The 7% discount will be reflected only when the booking is confirmed after the HSBC PTC details are entered and pre-paid hotel option is selected. Once the hotel booking is made, the final amount will be charged to the HSBC PTC.
44. The Eligible Cardholder will need to present their HSBC PTC upon arrival at the hotel.
45. HSBC will not be liable to the Eligible Cardholder for any disputes between the Eligible Cardholder and Agoda on matters relating to hotel bookings, provision and use of facilities and services in the hotels. These disputes should be resolved directly with Agoda and/or the hotels.

### **D. EXPEDIA OFFER**

46. Eligible Cardholders can enjoy 10% discount for hotel bookings made through <http://www.expedia.com.my/HSBCPremier> using their HSBC PTC. Hotel bookings made outside this website will not have the discount applied and no refunds will be given.
47. The Eligible Cardholder must first register for an Expedia account with their HSBC PTC or link their existing Expedia account to their HSBC PTC, at <http://www.expedia.com.my/HSBCPremier>
48. To enjoy this Expedia Offer, the Eligible Cardholder must go to the website above and key in their HSBC PTC number when a booking is made to enable a coupon code to appear at checkout. This coupon must be selected before payment is charged to the HSBC PTC.
49. The 10% discount is applicable to hotel room charges only, and excludes any taxes, applicable fees or additional costs.
50. The 10% discount shall be applicable to the total amount on one (1) room only regardless the number of nights of stay reserved as there is no set minimum or maximum number of nights of stay required.
51. The hotel room bookings are subject to availability on Expedia.
52. The coupon can only be used for bookings within the next 12 months. If a booking is made for a stay beyond the 12 months period, the coupon cannot be used.
53. This Expedia Offer cannot be used with any other discount vouchers, promotions, discounted items and fixed-price items, unless specified.
54. This Expedia Offer is not transferable and cannot be exchanged for cash or other products or services.
55. Other restrictions by Expedia may apply and Eligible Cardholders should always refer to the booking conditions set by Expedia on their website.

56. Eligible Cardholders will also enjoy a complimentary +Gold status from Expedia once they register for an Expedia account with their HSBC PTC or link their existing Expedia account to their HSBC PTC at <http://www.expedia.com.my/HSBCPremier>. The +Gold status is valid for a period of 12 months from the date of registration.
57. The +Gold status allows Eligible Cardholders to enjoy exclusive additional privileges as stated on <https://www.expedia.com.my/rewards/gold> and is subject to Expedia's sole discretion.
58. HSBC will not be liable to the Eligible Cardholders for any disputes between the Eligible Cardholder and Expedia on matters relating to hotel bookings, provision and use of facilities and services in the hotels. These disputes should be resolved directly with Expedia and/or the hotels.

## E. CHARITY DONATION BY THE BANK

59. HSBC will make a Charity Donation to Selected Charity Organization(s) which is equivalent to 1% of the Eligible Charity Spend made by Eligible Cardholders, up to a maximum of RM500,000 per year ("Annual Charity Donation Capping"). The Annual Charity Donation Capping is a shared capping among HSBC's participating credit card programmes and is pooled together with HSBC Amanah Malaysia Berhad's participating credit card-i programmes. The full list of participating credit card/i programme is available [here](#).
60. The Charity Donation will be made on a quarterly basis to the Selected Charity Organization(s) and the amount of the Charity Donation will be equally divided amongst the Selected Charity Organization(s). Each Selected Charity Organization can receive Charity Donation up to a maximum annual limit of 15% of its gross annual income. An illustration is provided in Example 4 below on how the Charity Donation amount will be divided amongst the Selected Charity Organizations. The Bank will provide a notice on the Bank's public website on a yearly basis on the total Charity Donation amount donated to the Selected Charity Organization(s). For the list of Selected Charity Organization(s) refer to [www.hsbc.com.my/charities](http://www.hsbc.com.my/charities).
61. The Eligible Charity Spend made by Eligible Cardholders shall correspond with Merchant Category Codes provided in Table 1 below. Any other charitable/non-profitable organization related transactions which do not correspond with the Merchant Category Codes provided in Table 1 will not be classified as Eligible Charity Spend.
62. An example of the Charity Donation Calculation is illustrated in Example 3 below:

### Example 3: Charity Donation calculation

Eligible Cardholder	Donation Type	Eligible Charity Spend by Eligible Cardholders (RM)	Charity Donation by the Bank	
			Calculation	Charity Donation given to the Selected Charity Organization (RM)
A	Donated to WWF	1,500	RM1,500 x 1% of the Eligible Charity Spend	15
B	Donated to World Vision	3,500.50	RM3,500.50 x 1% of the Eligible Charity Spend	35 <i>(Rounded down to the nearest sen)</i>
C	Donated to Makna	850	RM850 x 1% of the Eligible Charity Spend	8.50
<b>Total</b>		<b>5,850.50</b>	<b>Total</b>	<b>58.50</b>

**Table 1: The Charity Merchant Category Code (MCC)**

Category	Merchant Category Code ("MCC")
Charitable organization	8398

63. An example of how the Charity Donation is divided amongst the Selected Charity Organizations is illustrated in Example 4 below. This is for illustration purposes only.

**Example 4: How Charity Donation amount is divided amongst the Selected Charity Organizations**

Assuming the total Charity Donation amount is RM210,000 for Quarter 1, 2022 and we have 3 Selected Charity Organization for this Quarter. If we divide the amount equally, RM70,000 is to be given to each organization. However, PERTIWI is entitled to a maximum amount of RM 50,000. So the balance RM20,000 is to be divided equally amongst the remaining Selected Charity Organizations who are eligible.

Selected Charity Organizations	Annual limit on Charity Donation = 15% total gross annual income of the Charity (RM)	Charity Donation by the Bank
Pintar Foundation	150,000	RM70,000 + RM10,000 =RM80,000
Global Environment Centre (GEC)	100,000	RM70,000 + RM10,000 =RM80,000
PERTIWI	50,000	RM50,000
<b>Total</b>		<b>RM210,000</b>

Note: If a Selected Charity Organization reaches its maximum annual limit of 15% of its gross annual income, it will not be eligible for Charity Donation for the remaining quarters of the year.

64. All Eligible Spend are calculated based on **total consolidated (primary and supplementary/ies) spending** per calendar month for the respective categories. All Eligible Spend on the Credit Card made by the primary Cardholder and/or his/her supplementary/ies credit cardholder(s) will be consolidated and will not be viewed individually.
65. The assignment of Merchant Category Code (MCC) and Merchant Identity Description (MID) for each merchant is performed by the respective merchant's acquiring bank and it is the responsibility of the particular acquiring bank to assign the correct MCC and MID. Please take note that HSBC is not responsible for such discrepancies which are beyond HSBC's control.

**F. COMPLIMENTARY Global Data Roaming by Flexiroom**

66. Eligible Cardholders may enjoy complimentary access to over 580 telcos in 150+ countries with a one-time setup. Eliminate the hassle of buying and changing SIMs at every country, or carrying pocket Wi-Fi devices around.
67. To register, You are required to download the Flexiroom X App via App store or Google Play, click on Mastercard redemption banner to check eligibility and enter Your 16-digits HSBC PTC

number to redeem. Eligible Cardholders may visit <https://www.flexiroam.com/mastercard> for more information.

68. Enrolment in Flexiroam is limited to Eligible Cardholders of HSBC PTC.
69. Eligible Cardholders will be required to provide their HSBC PTC number and other personal data directly to Flexiroam, and accept Flexiroam's terms and conditions before a Flexiroam account can be created. HSBC shall therefore not be liable to Eligible Cardholders in connection with the processing, transfer and/or disclosure of the Eligible Cardholder's personal data by Flexiroam.
70. The full list of the 150+ countries can be found at <https://www.flexiroam.com/coverage-partners/>.
71. HSBC is not responsible for and does not guarantee the service, quality, security, coverage and/or availability of Flexiroam and the Eligible Cardholder agrees that use of the Flexiroam is at the Eligible Cardholder's own risk.

### **G. COMPLIMENTARY Digital Health Services by Allianz**

72. Digital Health is a telehealth program offered by Allianz Partners. The Program offers telehealth service benefits for Eligible Cardholders, their spouses and dependants at no additional charge to the HSBC PTC.
73. Eligible Cardholders may enjoy the followings:
  - a) Video Consultations by Doctor Anywhere - Consult a qualified doctor for medical diagnosis, prescription and medical certificate via video chat
  - b) Medicine Delivery - Medicines could be (Eligible Cardholder shall bear cost of purchase of medicines) delivered to Eligible Cardholder's doorstep after video consultation with Doctor Anywhere
  - c) Medical Advice via Chat by Digital Health Assistant delivered by Medi24 - Chat with qualified doctors via Your preferred messaging platform
  - d) Symptom Check via Chat by Digital Health Assistant delivered by Medi24 - Check your symptoms with an empathy driven chatbot via Your preferred messaging platform
74. In order to access Digital Health, Eligible Cardholders will need to access [www.digitalhealthxtra.hsbc-my.medi24.com](http://www.digitalhealthxtra.hsbc-my.medi24.com).
75. You are required to enter the first 10 digits of Your HSBC PTC number to confirm eligibility and generate personal activation code.
76. Select preferred channel for the Digital Health Assistant, accept terms of use and privacy notice or
77. Select teleconsultation on the Digital Health Assistant and register to Doctor Anywhere. Download the Doctor Anywhere app via App store or Google Play and login using email address and the password created during registration.
78. Eligible Cardholders will be required to provide their HSBC PTC number and personal data directly to Medi24, and accept Medi24's terms and conditions and privacy notice accessing the telehealth services. HSBC shall therefore not be liable to Eligible Cardholders in connection with the processing, transfer and/or disclosure of the Eligible Cardholder's personal data by Medi24.
79. HSBC is not responsible for and does not guarantee the service, quality, security or availability of Allianz's benefit providers, Doctor Anywhere (in respect of video consultations and medicine delivery) and Medi24 (in respect of medical advice).



## GENERAL TERMS & CONDITIONS

80. We reserve the right to vary, delete or add to any of these Terms & Conditions with 3 days prior notice and such Terms & Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
81. In no event will We be liable for any losses or damages (including without limitation, loss of income, profit or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Programme, even if We have advised of the possibility of such damages in advance, and all such damages are expressly excluded.
82. We may use any of the following modes to communicate notices in relation to this Programme to You:
- individual notice to You (whether by written notice or via electronic means) sent to Your latest address/email address as maintained in the Our records;
  - press advertisements;
  - notice in Your HSBC Credit Card statement(s);
  - display at its business premises; or
  - notice on Our website(s),
- where such notices shall be deemed to be effective on and from the 4<sup>th</sup> day after its delivery/publication/ display as per the manner described herein. Save and except notices sent via ordinary mail which will be deemed delivered on the 3<sup>rd</sup> day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.
83. These Terms and Conditions are in addition to the HSBC Cardholder Agreement and Universal Terms and Conditions (“UTCs”) available at [www.hsbc.com.my](http://www.hsbc.com.my). The HSBC Cardholder Agreement, UTCs and the Terms and Conditions for HSBC Rewards Programme are available at [www.hsbc.com.my](http://www.hsbc.com.my). In the event of inconsistency between these Terms and Conditions, the HSBC Cardholder Agreement, UTC and the Terms and Conditions for HSBC Rewards Programme, these terms and conditions shall prevail in so far as they apply to this Programme.
84. We shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond Our reasonable control.
85. We reserve the right to cancel, terminate or suspend this Programme with 3 days prior notice. For the avoidance of doubt, Our cancellation, termination or suspension of this Programme shall not entitle You to any claim or compensation against Us for any and all losses or damages suffered or incurred by You as a direct or indirect result of the act of cancellation, termination or suspension.
86. Our decision on all matters relating to this Programme shall be final and binding.
87. You shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Programme.
88. To the fullest extent permitted by law, We expressly exclude and disclaim any representations, warranties or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of the Reward Points/Additional Reward Points, redemption of Vouchers and Online Vouchers, redemption of the Air Miles, any flight or merchandise redeemed with the Air Miles or items redeemed with the Reward Points/Additional Reward Points awarded under this Programme.