

“Statement Installment Loan Program” (“Program”) Terms and Conditions:

1. The Cardholder (except holder of Corporate Card or Supplementary Card) of Chong Hing Bank Limited (“Bank”) may apply to the Bank for loan and facilities (“Loan”) under this Program. Applications shall be governed by these terms and conditions, terms in the application form and the Credit Card Cardholder Agreement with the Bank (“Agreement”), and these terms and conditions shall prevail in case and to the extent of any conflict among their provisions. Unless otherwise specified, capitalized terms used in these terms and conditions shall have the same meanings ascribed to them in the Agreement.
2. Only retail and Octopus automatic add-value transactions indicated on the Cardholder’s credit card monthly statement are eligible for this Program. Other transactions such as regarding cash advances, casino chips, revolving balances, any installment transactions, interest fees and finance charges are not applicable for purpose of this Program.
3. The Cardholder shall repay his Loan and other sum payable by the Cardholder by 6, 12 or 18 equal monthly installments (each a “Monthly Installment”) provided always that the fractions (if any) of the Monthly Installments (except the last Monthly Installment) shall be aggregated and paid together with the last Monthly Installment and a monthly handling fee of 0.2% of the original Loan amount (applicable to Platinum Card/Titanium Card/Diamond Card, of such tenor of 6, 12 or 18 months at Annualised Percentage Rate (“APR”): 4.18%, 4.49% or 4.59% respectively), or a monthly handling fee of 0.3% of the original Loan amount (applicable to Gold Card/Classic Card, of such tenor of 6, 12 or 18 months at APR: 6.32%, 6.78% or 6.93% respectively). The Bank is irrevocably authorised by the Cardholder to debit the first Monthly Installment from the Cardholder’s Card Account at the time of advance of the loan amount, which will be reflected in the next following credit card account statement, and to apportion the Monthly Installments received among interest, principal and other sum payable by the Cardholder as the Bank shall absolutely see appropriate. **If the Cardholder prepays the loan amount, whether partially or in full, an additional administration fee of HK\$250 shall be payable by the Cardholder to the Bank immediately** and such fee amount will be debited from the Cardholder’s Card Account without prior notice.
4. Unless the Bank otherwise agrees, any application under this Program, once approved, shall not be withdrawn or varied by the applicant. The Cardholder acknowledges that the Bank has the sole discretion to reject any application or any part thereof without disclosing any reason and all documents submitted in relation to the application will not be returned.
5. The loan amount shall be in a minimum of HK\$1,000 but shall not exceed 100% of the credit limit or the credit limit available to the Cardholder under his Card (whichever is lower). The credit limit will be deducted from the Cardholder’s Card Account accordingly. Under all circumstances, the Bank has the absolute right to approve / reject the application and to determine the Loan amount which it may grant (“**Loan Amount**”) and the Cardholder agrees to borrow the Loan Amount notwithstanding that the Loan Amount granted may be less than the amount applied by the Cardholder under the Program.
6. The Cardholder irrevocably authorises the Bank to automatically advance the approved Loan Amount to the Cardholder after the Bank’s approval of his application by way of direct transfer into the Cardholder’s Chong Hing Credit Card account. If the application is approved, the Bank will send the Cardholder a confirmation letter notifying him that the proceeds of his Loan amount approved has been credited into his designated Chong Hing Credit Card account with details. The Cardholder shall in all circumstances be responsible for all fees and charges relating to the Loan Amount once his application have been approved.
7. The Cardholder agrees and irrevocably authorizes the Bank to debit all Monthly Installments, handling fees and other charges (if any) to his Card Account from time to time. For this purpose, the Cardholder shall reserve sufficient credit limit in his Card Account for settlement thereof. The Bank shall be entitled to debit any of the above sum to the Cardholder’s Card Account in excess of its credit limit and the Cardholder shall forthwith be liable to settle the whole balance outstanding and to pay such over limit fee in accordance with the terms and conditions of the Agreement.
8. All Monthly Installments, handling fees and other charges (if any) shall be treated in way of retail spending / purchase transactions made by the Cardholder and all interests, finance charges and other fees (if any) shall be levied thereon in accordance with the relevant provisions of the Agreement.
9. The Bank reserves the right to impose handling charge in relation to processing of the Loan Amount in such amount as notified to the Cardholder from time to time. The Bank is entitled to deduct the amount of such handling charge from the Loan Amount or to advance such handling charge in addition to the Loan Amount to form part of the Loan Amount, to which interest shall be charged to and payable by the Cardholder.
10. The Bank reserves the overriding right to demand full repayment of the outstanding balance of the Loan Amount together with all interests, finance charges and other fees (if any) at any time whether any part thereof is reflected in a credit card account statement or due and payable at the time of such demand. **The Loan Amount shall be immediately repayable upon termination of the credit card account for whatever reason (whether by the Cardholder or the Bank) and an additional administration fee of HK\$250 shall be payable by the Cardholder.** In any of the above events, the remaining outstanding of the Loan Amount shall be immediately debited and deducted from the Cardholder’s credit card account.
11. The Cardholder warrants to the Bank that all information and documents provided to the Bank in respect of the application of the Loan Amount are true, accurate up-to-date and not misleading, and undertakes to notify the Bank of any change to those information and/or documents immediately.
12. The Bank reserves the right to vary or supplement any of these terms and conditions from time to time with prior notice by way of display at the Bank’s branches, website or such other method as the Bank may see appropriate. If the Cardholder does not fully repay the Loan Amount, all interests, finance charges and other fees (if any) prior to the end of such notice period, the Cardholder shall be deemed to have agreed to such variation and supplements.
13. The Bank has the sole discretion to determine any matter in connection with the Loan Amount and any such determination shall be conclusive, final and binding on the Cardholder, but excluding cases otherwise caused by any fraud, wilful default or negligence on the part of the Bank, its authorised employees / agents.
14. No extra bonus points, cash rebate or other reward programs of the Bank in respect of the Loan Amount will be granted to the Credit Card Account.
15. The Cardholder agrees and authorises that the Bank may access and obtain data and documents of the Cardholder held with any third party including but without limitation his employer, creditors and credit reference agency on any matter in relation to the Cardholder’s application and the Loan Amount. The Cardholder acknowledges that he is subject to the Bank’s *Notice to Customers and other Persons relating to the Personal Data (Privacy) Ordinance and privacy policy statement of the Bank*.
16. In the event and to the extent of any conflict or inconsistency between the Chinese and the English versions of these terms and conditions, the latter shall prevail.
17. These terms and conditions shall be governed by the laws of the Hong Kong Special Administrative Region (“Hong Kong”) of the People’s Republic of China but the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) shall not apply to these terms and conditions and its subject matters. The Cardholders and applicants submit to the exclusive jurisdiction of Hong Kong courts.
18. In case of dispute with regard to the Loan, any terms and conditions of the Program or these terms and conditions, the Bank’s interpretation or decision shall be final and conclusive which shall be binding on the Cardholders and all applicants.