

NOTICE OF AMENDMENT TO HANG SENG CREDIT CARD TERMS AND CONDITIONS / CARDMEMBER AGREEMENT / AGREEMENT (COLLECTIVELY REFERRED TO AS “CARDMEMBER AGREEMENT”)

Effective from **15 September 2017** (“Effective Date”), the following amendments will be made to corresponding Cardmember Agreement:

Applicable to	Original Term	New Term
All Cardmember Agreement with related term	“MasterCard”	“Mastercard®” or “Mastercard”

Applicable to	Amendments
Credit Card Cardmember Agreement (Individual) [Clause 11]	<i>A new sub-clause (c) will be added to clause 11 as follows:</i>
Affinity Card Cardmember Agreement (Individual) [Clause 11]	(c) (i) No interest will accrue on any credit balance in the Credit Card Account. The Cardmember may request Hang Seng to refund any credit balance in the Credit Card Account subject to payment of a handling fee. Withdrawal by the Cardmember from the Credit Card Account in any other manner shall constitute a cash advance notwithstanding any credit balance in the Credit Card Account. (ii) Each Cardmember agrees that Hang Seng may debit his Credit Card Account to make a partial or full refund of his credit balance by any means determined by Hang Seng, including making a transfer to any of the Principal Cardmember's bank accounts with Hang Seng or sending a cashier's order to the Principal Cardmember's address last notified in writing to Hang Seng, at any time without prior notice.
Credit Card Cardmember Agreement (Individual) [Clause 14(b)(ii), 14(b)(iii), 14(c)]	<i>The current clause will be replaced as follows:</i>
Affinity Card Cardmember Agreement (Individual) [Clause 14(b)(ii), 14(b)(iii), 14(c)]	14. (b) (ii) subject to Clause 14(c), the Cardmember's liability for all unauthorised Card Transactions (other than cash advances obtained with the use of the Card and / or any PIN) effected before Hang Seng actually receives the loss, theft or misuse report shall be confined to such maximum amount (subject to applicable laws and regulations) notified by Hang Seng to the Cardmembers from time to time; and (iii) subject to applicable laws and regulations and unless due to the negligence or wilful default of Hang Seng, its officers or employees,

Applicable to	Amendments
	(A) the Cardmember shall be liable for all unauthorised Banking Transactions effected with the use of the Card and / or any PIN before Hang Seng actually receives the loss, theft or misuse report. If the Cardmember reports loss, theft, misuse of the Card and / or any PIN in accordance with Clause 14, subject to Clause 14(c), the Cardmember's liability for unauthorised Banking Transactions shall be confined to such maximum amount (subject to applicable laws and regulations) notified by Hang Seng to the Cardmember from time to time; and (B) the Cardmember shall be liable for all unauthorised Banking Transactions effected with the use of the Card and / or any PIN before Hang Seng actually receives the loss, theft or misuse report. (C) The maximum liability referred to in Clause 14(b)(ii) and 14(b)(iii)(A) above do not apply and the Cardmember shall be liable for all unauthorised Card Transactions and Banking Transactions if the Cardmember has acted fraudulently or with gross negligence in using or safeguarding the Card and / or any PIN. The Cardmember's failure to comply with the Cardmember's obligations set out in Clause 6(d) or Clause 14, or failure to follow any of the security measures recommended by Hang Seng from time to time regarding the use or safekeeping of the Card and / or any PIN will be treated as the Cardmember's gross negligence.
World Mastercard Card, Visa Infinite Card, Platinum Mastercard Card, Visa Platinum Card, CUP Platinum Card and Renminbi Platinum Card (including Affinity Card) Cardmember Agreement (Individual) [Clause 6]	<i>A new sub-clause (c) will be added to clause 6 as follows:</i> (c) Each Cardmember agrees that Hang Seng may debit his Credit Card Account to make a partial or full refund of his credit balance by any means determined by Hang Seng, including making a transfer to any of the Principal Cardmember's bank accounts with Hang Seng or sending a cashier's order to the Principal Cardmember's address last notified in writing to Hang Seng, at any time without prior notice.

Applicable to	Amendments
World Mastercard Card, Visa Infinite Card, Platinum Mastercard Card, Visa Platinum Card, CUP Platinum Card and Renminbi Platinum Card (including Affinity Card) Cardmember Agreement (Individual) [Clause 18(b)(ii), 18(b)(iii), 18(c)]	The current clause will be replaced as follows: 18. (b) (ii) subject to Clause 18(c), the Cardmember's liability for all unauthorised Card Transactions (other than cash advances obtained with the use of the Card and / or any PIN) effected before Hang Seng actually receives the loss, theft or misuse report shall be confined to such maximum amount (subject to applicable laws and regulations) notified by Hang Seng to the Cardmembers from time to time; and (iii) subject to applicable laws and regulations and unless due to the negligence or wilful default of Hang Seng, its officers or employees, (A) the Cardmember shall be liable for all unauthorised Banking Transactions effected with the use of the Card and / or any PIN before Hang Seng actually receives the loss, theft or misuse report. If the Cardmember reports loss, theft, misuse of the Card and / or any PIN in accordance with Clause 18, subject to Clause 18(c), the Cardmember's liability for unauthorised Banking Transactions shall be confined to such maximum amount (subject to applicable laws and regulations) notified by Hang Seng to the Cardmember from time to time. (B) the Cardmember shall be liable for all unauthorised cash advances effected with the use of the Card and / or any PIN before Hang Seng actually receives the loss, theft or misuse report. (C) The maximum liability referred to in Clause 18(b)(ii) and 18(b)(iii)(A) above do not apply and the Cardmember shall be liable for all unauthorised Card Transactions and Banking Transactions if the Cardmember has acted fraudulently or with gross negligence in using or safeguarding the Card and / or any PIN. The Cardmember's failure to comply with the Cardmember's obligations set out in Clause 9(d) or Clause 18, or failure to follow any of the security measures recommended by Hang Seng from time to time regarding the use or safekeeping of the Card and/or any PIN will be treated as the Cardmember's gross negligence.

Applicable to	Amendments
The Hong Kong Jockey Club Membership Card Terms and Conditions – For Mastercard Cards [Clause 1(a)]	<i>A new definition will be added to clause 1(a) as follows:</i> “Banking Transaction” means any withdrawal, transfer and / or any other banking transaction (other than cash advance) involving any of the designated accounts of the Cardmember effected with the use of the PIN with or without the Card, at ATMs, CSH or otherwise;
The Hong Kong Jockey Club Membership Card Terms and Conditions – For Mastercard Cards [Clause 19(b)(iii), 19(c)]	<i>The current clause will be replaced as follows:</i> 19. (b) (iii) subject to applicable laws and regulations and unless due to the negligence or wilful default of Hang Seng, its officers or employees, the Cardmember shall be liable for all unauthorised Banking Transactions effected with the use of the Card and / or any PIN before Hang Seng actually receives the loss, theft or misuse report. If the Cardmember reports loss, theft, misuse of the Card and / or any PIN in accordance with Clause 19, subject to Clause 19(c), the Cardmember's liability for unauthorised Banking Transactions shall be confined to such maximum amount (subject to applicable laws and regulations) notified by Hang Seng to the Cardmember from time to time. (c) The maximum liability referred to in Clause 19(b)(ii) and 19(b)(iii) above do not apply and the Cardmember shall be liable for all unauthorised Card Transactions and Banking Transactions if the Cardmember has acted fraudulently or with gross negligence in using or safeguarding the Card and / or any PIN. The Cardmember's failure to comply with the Cardmember's obligations set out in Clause 9(d) or Clause 19, or failure to follow any of the security measures recommended by Hang Seng from time to time regarding the use or safekeeping of the Card and / or any PIN will be treated as the Cardmember's gross negligence.

Applicable to	Amendments
Club Marina Cove Membership Credit Card Agreement [Clause 4(b)]	<i>The current clause will be amended as follows:</i>
enJoy Private Label Card Agreement [Clause 4(b)]	4. (b) All sums owing in connection with or arising out of the Card(s) may be debited to the Card account of the Applicant Cardmember (“the Card Account”) and if there is any sum owing but unpaid under the Card Account, a monthly statement (“Card Monthly Statement”) will be issued to the Applicant Cardmember . Any Card Monthly Statement shall be accepted by the Cardmember as correct except to the extent that the Cardmember notifies Hang Seng, in writing, of any alleged error or omission within 60 days from the Card Monthly Statement date or Hang Seng notifies the Cardmember of an error. Hang Seng's records shall, in all other respects, be conclusive unless and until the contrary is established.
Club Marina Cove Membership Credit Card Agreement – Schedule of Repayment and Charges [Clause 4]	<i>The current clause 4 will be renumbered as 4(a) and a new sub-clause (b) will be added to clause 4 as follows:</i>
enJoy Private Label Card Agreement – Schedule of Repayment and Charges [Clause 4]	4. (b) (i) No interest will accrue on any credit balance in the Card Account. The Cardmember may request Hang Seng to refund any credit balance in the Card Account subject to payment of a handling fee. Withdrawal by the Cardmember from the Card Account in any other manner shall constitute a cash advance notwithstanding any credit balance in the Card Account. (ii) Each Cardmember agrees that Hang Seng may debit his Card Account to make a partial or full refund of his credit balance by any means determined by Hang Seng, including making a transfer to any of the Applicant's bank accounts with Hang Seng or sending a cashier's order to the Applicant's address last notified in writing to Hang Seng, at any time without prior notice.

Please note that the above amendments shall be binding on you if you continue to use and / or retain your Card on or after the Effective Date. If you decline to accept the above amendments, you have the right to terminate the Card according to corresponding Cardmember Agreement before the amendments come into effect.

If you have any enquiries, please call our 24-hour Customer Service Hotlines:	
Hang Seng Credit Card	2398 0000
Hang Seng Platinum Card	2998 8222
Hang Seng enJoy Visa Platinum Card / Hang Seng enJoy Visa Card	2998 8888
Hang Seng Visa Infinite Card	2998 8228
Hang Seng Prestige World Mastercard / World Mastercard	2998 8111
The Hong Kong Jockey Club Membership Card / The Racing Club Membership Card	2998 8833

Hang Seng Bank Limited
May / June 2017
The English version of this letter shall prevail whenever there is a discrepancy between the English and Chinese versions.

Update of Personal Particulars

Please notify Hang Seng promptly in writing when you have any changes in personal particulars, such as telephone number, employment, residential address or graduation year of student cardholder.

Notice of Access to Consumer Credit Data (Not applicable to Private Label Card / Spending Card / Business Card / Commercial Card)

Hang Seng regularly performs credit review on existing credit facilities which necessitates access to your consumer credit data held by the credit reference agency, TransUnion Limited, to consider, without limitation, increasing, decreasing or cancelling credit amount. After checking, a record of access is in place for reference. You may approach TransUnion Limited (Tel: 2577 1816) for access to your said data.

Note: If your Card and / or your PIN is lost or stolen or misused, you are liable to Hang Seng for all unauthorised Card transactions (if applicable) and Banking transactions up to HKD500 before Hang Seng is actually notified of such event. This limit is not applicable to loss directly related to unauthorised cash advances (if applicable). Further, you are liable for all unauthorised transactions if you have acted fraudulently or with gross negligence or have failed to inform Hang Seng as soon as reasonably practicable upon notice or suspicion of any loss, theft or unauthorised disclosure of your Card and / or PIN or failed to follow the safeguards recommended by Hang Seng from time to time.