

## **CMB Wing Lung Bank Limited (“the Bank”) Circular to Credit Cardholder Relating to the General Descriptive Information on the Use of Credit Cards**

### **1. Security of the credit card / personal identification number (PIN)**

The cardholder shall at all times take reasonable care of the credit card and the PIN and keep the credit card safe and the PIN secret to prevent fraud.

- (i) Cardholder is advised to memorize the PIN and to destroy the original printed copy of the PIN;
- (ii) Cardholder is advised not to allow anyone else to use the card or PIN;
- (iii) Cardholder is advised not to write down the PIN on the credit card or anything usually kept with or nearby;
- (iv) Cardholder is advised not to write down or record PIN without disguising it;
- (v) Cardholder is advised not to use easily accessible personal information such as telephone numbers or date of birth as PIN;
- (vi) Cardholder is advised not to use the PIN for accessing other services (for example, connection to the internet or accessing other websites);
- (vii) The Bank will issue a new PIN to the cardholder for each replacement card except renewal card;
- (viii) Cardholder is advised to refer to the security advice provided by the Bank from time to time.

### **2. Report loss / theft / misuse of credit card / PIN procedures**

Cardholder must report and inform the Bank as soon as reasonably practicable through the Bank's 24-Hour Lost Card Services Hotline at 3711 7900 or inform any branches of the Bank nearest you if any credit card / PIN is lost, stolen or misused or the PIN is known to any other person.

Upon receipt of report loss / leaked of PIN or loss / theft / misuse of credit card, the Bank shall take action to prevent further use of the credit card / PIN.

The Bank will act on the telephone notification provided that the cardholder can be identified satisfactorily. At the request of the Bank, the cardholder should confirm in writing the details of the telephone notification to the Credit Card Centre of the Bank.

If you are in overseas, please call Visa Global Customer Assistance Service (GCAS) HK at 800-90-0782 for Visa cardholder; MasterCard Global Service Centre (MGSC) HK at 800-96-6677 for MasterCard cardholder; China UnionPay Customer Service Hotline at 955 16 (Mainland) or 0800 801 (Macau) for China UnionPay cardholder or any Visa / MasterCard / China UnionPay member bank. Written confirmation of the loss / theft has to be given to the Credit Card and Unsecured Loans Department of the Bank subsequently.

### **3. Liability for unauthorized use of credit card**

The cardholder may be liable for all losses arising from unauthorized transactions effected before the Bank receives notification that the credit card / PIN has been lost, stolen or misused or that someone else knows the PIN. Provided that the cardholder has not acted fraudulently, with gross negligence or has not otherwise failed to inform the Bank as soon as reasonably practicable after having found that his / her credit card has been lost / stolen / misused, the cardholder's maximum liability in the event of any loss or theft or misuse or unauthorized use of the card shall not exceed HKD500 for Visa / MasterCard; or HKD500 or the CNY equivalent of HKD500 for China UnionPay Credit Card. This limit is confined to loss specifically related to the credit card account and does not cover cash advances.

Cardholder will be liable for all losses if he / she has acted fraudulently or acted with gross negligence. This may apply if he / she fails to follow the safeguards and responsibilities set out in point 1 and point 2 above if such failure has caused the losses.

### **4. Credit Facilities**

All credit facilities granted by the Bank to any person in respect of the credit card or credit card account are subject to the Terms and Conditions of the Cardholder Agreement from time to time in force. The cardholder shall be the only one using the credit card, and shall ensure that it is used:

- (i) within the credit limit (including any cash advance limit) from time to time notified by the Bank to the account holder and any debit balance of the card account which exceeds the credit limit shall be immediately due and payable; and
- (ii) within the valid date (if any) and the expiry date embossed on the credit card.

### **5. Other functions / features of the credit card**

Each Visa / MasterCard / UnionPay Dual Currency Credit Card can be linked up to any 2 HKD savings / current accounts (must be in the same cardholder name with the Bank) for accessing ATM Service of the Bank.

UnionPay Dual Currency Credit Card is applicable for making purchase transactions at the Mainland China's merchants labeled with "China UnionPay" logo, or to advance RMB cash dollars from the ATM labeled with "China UnionPay" logo in Mainland China.

To strengthen the security of ATM services, as mandated by the Hong Kong Monetary Authority ("HKMA"), the overseas ATM transaction function (including cash withdrawal and cash advances) for all ATM cards and credit cards will be pre-set as "deactivated" with effect from 1<sup>st</sup> March 2013 ("the Effective Date"). If you would like to continue the overseas ATM services on or after the Effective Date, cardholder must activate these functions in advance. Starting from 15<sup>th</sup> January 2013, cardholders can perform the activation in advance by setting the validity period and daily withdrawal limit at ATMs, the Bank's NET banking services or phone banking services. For details about settings and daily withdrawal limit, please visit CMB Wing Lung Bank website [www.cmbwinglungbank.com](http://www.cmbwinglungbank.com) (Main Page > e-Services > CMB Wing Lung ATM Card Services > Overseas ATM Transaction Settings).

### **6. Complaints**

Cardholder who wishes to make a complaint about the use of credit card or statement transaction may call CMB Wing Lung Credit Card customer services designated hotline at 3711 6688, or in writing by fax at 2771 2482, or email to [ccc@cmbwinglungbank.com](mailto:ccc@cmbwinglungbank.com), or submit a "Customer Suggestions" Form which is available at any branches of the Bank. The Bank will send to the complainant an acknowledgment within 7 days and a written reply within 30 days from the date of receiving the complaint.

### **7. Error / Dispute resolution**

Any error or dispute regarding statement discrepancies can be reported in writing and sent by fax to 2771 2482 within 60 days of the statement date. The cardholder may also notify the Bank by contacting CMB Wing Lung Credit Card customer services designated hotline at 3711 6688.

### **8. Cancellation of recurring payments**

For cardholder who would like to cancel the recurring payment arrangement (for example, payment of electricity bills, water bills, telephone bills), cardholder should contact the related merchant directly for cancellation of the recurring payment arrangement. Cardholder shall be responsible for charges debited by the Bank to the credit card account prior to the cancellation of recurring payment arrangement coming into effect.

## 9. Exchange Rate of transactions in foreign currencies

### Visa / MasterCard:

Transactions made in any currencies other than Hong Kong Dollars will be converted into Hong Kong Dollars at the exchange rate specified by Visa / MasterCard International on the date of conversion plus an additional percentage of foreign exchange fee as the Bank may reasonable determine.

### UnionPay Dual Currency Credit Card:

Transactions made in any currencies other than Hong Kong Dollars will be converted into Hong Kong Dollars at the exchange rate specified by China UnionPay on the date of conversion plus an additional percentage of foreign exchange fee as the Bank may reasonable determine. Transaction will be cleared in CNY if it is made in CNY.

## 10. Finance Charges, Fees and Charges

- (i) Interest-free repayment period is up to 54 days;
- (ii) The Bank may debit the followings to the credit card account:
  - Annualised Percentage Rate (APR) for Retail Purchase is 33.22% when the cardholder opens his / her credit card account and it will be reviewed from time to time. The Bank will not charge the cardholder Finance Charge if the cardholder pays his / her statement balance in full by the payment due date each month. Otherwise, Finance Charge will be charged on the unpaid balance of the cardholder's credit card account after the date of the previous statement on a daily basis until payment in full.
  - Annualised Percentage Rate (APR) for Cash Advance is 36.16% when the cardholder opens his / her credit card account and it will be reviewed from time to time. Finance Charge will be charged on the amount of cash advance and its handling fee from the date of the transaction on a daily basis until payment in full.
  - Fees and changes in respect of any other facility or service that the Bank may from time to time provide or arrange (e.g. annual membership fee).

For a full list of fees and charges for Visa / MasterCard and UnionPay Dual Currency Credit Card, please refer to the "CMB Wing Lung Credit Card List of Service Charges" and "CMB Wing Lung UnionPay Dual Currency Credit Card List of Service Charges" respectively.

### Visa / MasterCard / UnionPay Dual Currency Credit Card:

Payment to credit card account will be applied in the following order (if applicable):

- (i) Total interest, fees and charges currently billed to the statement plus 1% of the statement balance (excluding any interest, fees and charges currently billed) as at the statement due date, plus overdue or overlimit due;
- (ii) The remaining portion of the statement balance in descending order of the applicable interest rate.

## 11. Liability for debts incurred on Principal and Supplementary Cardholders / Corporate Cardholders

- (i) The account holder is liable for the total amount due to the Bank in respect of the card account;
- (ii) Each supplementary cardholder / corporate cardholder is also liable for the total amount due to the Bank attributable to his own use of a credit card. However, a supplementary cardholder / corporate cardholder will not in any event be liable for any amount due to the Bank attributable to the use of a credit card by the principal cardholder or other supplementary cardholder(s) / corporate cardholders (if any).
- (iii) Principal and supplementary cardholders / corporate cardholders can, by means of written notice or contacting the Bank's 24-Hour Lost Card Services Hotline at 3711 7900, to cancel or suspend the supplementary card(s) / corporate card(s). The credit card(s) should be cut into halves and returned to the Bank as soon as possible. Principal and supplementary cardholders / corporate cardholders will be liable for any payments arising from the use of the supplementary card / corporate card unless it has been returned to the Bank.

## 12. Rights of set-off

The Bank is entitled (but not bound) to:

- (i) give effect to any instruction given by any person to effect payment of sums due under this Agreement from another account with the Bank; and
- (ii) set off or transfer, at any time and without prior notice, (a) the credit balance in any account(s) of the principal cardholder, whether held singly or jointly with others and whether on current savings or time deposit and whether in Hong Kong Dollars, CNY or any other currency in or towards discharge of the total amount due to the Bank in respect of the entire debit balance of the card account (be it attributable to his own use or a supplementary cardholder's / corporate cardholder's use of a credit card) or (b) the credit balance in any account(s) of a supplementary cardholder / corporate cardholder, whether held singly or jointly with others and whether on current savings or time deposit and whether in Hong Kong Dollars, CNY or any other currency in or towards discharge of the total amount due to the Bank in respect of the debit balance of the credit card account attributable to his own use of a credit card. For the purpose of set-off of funds in any currency other than Hong Kong Dollars (Visa / MasterCard / UnionPay Dual Currency Credit Card HKD Account) / CNY (UnionPay Dual Currency Credit Card CNY Account), the Bank may convert the currency into Hong Kong Dollars / CNY at such rates and at such times as the Bank may reasonably determine. If the Bank exercises its rights under this Clause, it shall notify the relevant cardholder promptly.

## 13. Exceeding the Credit Limit

The Bank may choose to authorize certain transactions that would result in a credit limit being exceeded.

The cardholder may choose to request the Bank to decline transactions being authorized when a credit limit has been exceeded. Despite such request, the total amount incurred on a credit card account may exceed a credit limit as a result of circumstances beyond the Bank's control.

These may include, but are not limited to:

- Transactions which do not require authorization for effecting payment;
- Transactions which have a posting amount exceeding the amount presented for authorization caused, for example, by currency exchange fluctuation or surcharges levied by a merchant;
- Transactions that are within the credit limit at the time of authorization but, at the time they are submitted by the merchant for posting (often after a prolonged period of time), the credit limit may have been exceeded or they may cause the credit limit to be exceeded; or
- Transactions directly authorized by the relevant card association (e.g. Visa / MasterCard/ UnionPay, etc.).

Whenever the cardholder's credit limit has been exceeded, that part of the outstanding balance owing which exceeds the applicable credit limit shall be immediately due and payable by the cardholder and / or the corporate cardholder.

The Bank may also refuse to authorize any transaction that the cardholder wish to effect even though it would not cause a credit limit to be exceeded.

## 14. Remarks

The above service charges are effective since 1<sup>st</sup> April 2014. For details of other fees and charges which will apply, cardholder can refer to the CMB Wing Lung Credit Card List of Service Charges and CMB Wing Lung UnionPay Dual Currency Credit Card List of Service Charges. The above charges are subject to change at any time at the Bank's discretion and other service charges may apply from time to time with prior notice.