

Hang Seng Unsecured Overdraft Facility

Unsecured Overdraft Facility offers you standby cash for added financial flexibility.

Loan features and promotion offer

Annual fee waiver⁽¹⁾ and no cash advance fee required

You can enjoy annual fee waiver⁽¹⁾. You can also withdraw cash anytime by cheque, account transfer or via ATM – no Cash Advance fee is payable.

Avoid return cheque charges

With sufficient standby cash in your Unsecured Overdraft account, no return cheque charges will be imposed even when there are insufficient funds in your current/cheque account.

High unsecured overdraft limit on revolving basis

Unsecured overdraft limit can be up to HK\$800,000 or 8 times your monthly salary⁽²⁾ (whichever is lower). The credit line is on a revolving basis and there is no payment deadline. Minimum monthly repayment is just 3% of the outstanding balance or HK\$100 (whichever is higher).

Saving interest expenses

Interest will be charged only on the outstanding amount on a daily basis and no interest will be charged on the unused Overdraft limit, which caters for your short term financial flexibility. Preferential interest rates will be offered to higher Overdraft limits and the interest rate per annum can be as low as Prime Rate + 4%.

Table of unsecured overdraft limit, interest rate and fees

Customer type	Unsecured overdraft limit (HK\$)	Interest rate (per annum)	Annual fee
Prestige Private Customers / Prestige Banking Customers	5,000 - 199,999	Prime Rate + 5%	Perpetually waived⁽¹⁾
	200,000 - 800,000	Prime Rate + 4%	
Preferred Banking Customers / Professionals / Privileged Customers	5,000 - 199,999	Prime Rate + 5%	Waived for the first year⁽¹⁾, 0.5% of the overdraft limit thereafter (minimum HK\$200, maximum HK\$800)
	200,000 - 800,000	Prime Rate + 4%	
General Customers	5,000 - 199,999	Prime Rate + 7%	Waived for the first year⁽¹⁾, 1% of the overdraft limit thereafter (minimum HK\$200, maximum HK\$800)
	200,000 - 800,000	Prime Rate + 6%	

- Prime Rate refers to the Hong Kong Dollar Prime Lending Rate as quoted by Hang Seng Bank Limited ("Hang Seng") from time to time.
- Interest will be calculated on the basis of actual number of days elapsed and a 365/366-day year.
- If customers' applications cannot meet our Unsecured Overdraft Facility approval requirements, the applications will still be processed on a case-by-case basis, but the rate offered may be adjusted. Customer will be notified of the relevant adjusted rate upon Unsecured Overdraft Facility approval.
- Professionals include: (i) customers with a professional certificate issued by a professional body, including but not limited to doctors, accountants, lawyers, architects, surveyors, engineers and pilots (ii) senior civil servants with Master Pay Scale Point of 34 or above or equivalent. Hang Seng reserves the right of final interpretation to the definition of "Professionals". Privileged customers include Hang Seng Payroll account customers and Hang Seng Mortgage customer. For details, please contact our staff.





To borrow or not to borrow? Borrow only if you can repay!

Application requirements

- Hong Kong resident aged 18 or above, and
- Account holder of our Integrated Account, and
- Fulfill any of the following monthly income requirements:

Professionals	<ul style="list-style-type: none"> • Holders of a professional certificate issued by a professional body • Senior civil servants with Master Pay Scale Point on 34 or above or equivalent
Other customers	Monthly salary of HK\$5,000 or above

Apply now!

-  **Hang Seng Personal Banking Mobile App**
-  **Hang Seng Bank Website**
-  **24-hour Application Hotline 2812 8000**
-  Complete and return your application form by mail/hand to any Hang Seng Bank branch

Remarks:

1. For the annual fee waiver, please refer to the Promotion Terms and Conditions set out below for details.
2. The final approved Unsecured Overdraft limit is subject to change in accordance with the circumstances of individual cases.
3. The minimum unsecured overdraft limit is HK\$5,000.
4. For details of the service provisions, fees and charges of the relevant Integrated Account, please refer to respective leaflets of the corresponding products.
5. The salary scheme of our representatives (included basic salary and incentive) is based on their performance of various aspects and not only the sales target achieved.
6. For the frequently asked questions relating to Unsecured Overdraft Facility (e.g. Difference between an instalment loan and an overdraft, etc), please refer to our Bank's website (Personal Banking > Loans > Unsecured Overdraft Facility > FAQ).

Promotion Terms and Conditions:

- (i) The promotion period commences on 1 January 2024 and expires on 30 June 2024, both dates inclusive (the "Promotion Period"). The offers are available to customers who successfully apply for Hang Seng Unsecured Overdraft Facility within the Promotion Period.
- (ii) Prestige Private customers/Prestige Banking customers can enjoy perpetual annual fee waiver for the Unsecured Overdraft Facility, while other customers can enjoy first-year annual fee waiver. The first-year annual fee waiver of the Unsecured Overdraft Facility, which is 0.5% of the overdraft limit for Preferred Banking customers/Professionals/Privileged customers or 1% of the overdraft limit for general customers, is subject to a minimum of HK\$200 and a maximum of HK\$800. The second year's annual fee of the Unsecured Overdraft Facility will be charged on the first anniversary of the effective date of the Unsecured Overdraft Facility.
- (iii) No person other than the customer and Hang Seng Bank Limited ("Hang Seng") (which includes its successors and assigns) 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 and conditions.
- (iv) These terms and conditions are subject to prevailing regulatory requirements.
- (v) These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- (vi) Hang Seng reserves the right to terminate the above offer(s) at any time or to vary the same and the related terms and conditions from time to time.
- (vii) In case of any dispute from customers, the decision of Hang Seng shall be final.
- (viii) The English version of these terms and conditions shall prevail whenever there is any discrepancy between the English and Chinese versions.

Hang Seng Unsecured Overdraft Facility Application Form



To: Hang Seng Bank Limited ("Hang Seng")

Please complete this form in English BLOCK letters & "✓" where appropriate. Unless otherwise specified, all fields must be completed. Please complete and return this application form with copies of the following documents by mail to P.O. Box 74147 Kowloon Central Post Office Hong Kong or by hand to any Hang Seng branches.

- **HKID Card** • **Income proof:** For regular income earners, please enclose the latest Salaries Tax Demand Note/Bank account monthly statement/passbook showing your latest one month's salary (if you have maintained a payroll account with Hang Seng for the past one month, no income proof is required); for self-employers, please enclose the latest Profits Tax Demand Note/all MPF records within the latest three months; as for irregular income earners, please enclose the latest Salaries Tax Demand Note/Bank account monthly statement/passbook showing your latest two month's salary. • **Current residential address proof, e.g. utility bills, bank statement**
- **For Professionals (e.g. doctor, lawyer etc), please enclose: professional certificate(s) issued by professional bodies**

Note: Applicant must be a Hong Kong resident aged 18 or above in full-time employment and minimum monthly income is HK\$5,000. Hang Seng reserves the right to request additional income proof if required. All documents including the enclosed application form supplied are not returnable.

Unsecured Overdraft Facility Information

Unsecured Overdraft Limit applied for: HK\$ _____

The minimum unsecured overdraft limit is HK\$5,000. I will accept this unsecured overdraft limit approved by Hang Seng even if it is lower than the limit I applied for.

Integrated Account Information

If you hold a Current Account of Integrated Account, please fill in the account number. (Hang Seng Unsecured Overdraft Facility is only applicable to personal account holder of the above mentioned Integrated Account.)

_____ - _____ - **001**

Applicant Information

(1) Personal Information

English Name as printed on HKID Card Mr Miss Mrs Ms Name in Chinese _____
Surname _____ Given Name _____

HKID Card No. _____ () Date of Birth _____ Day _____ Month _____ Year _____

Nationality (Country/Territory) (Please specify ALL nationality(ies)) _____ Place of Birth _____

Education Level University or Above Post-Secondary Secondary Completed F3 Completed Others _____ No. of Dependants _____

Mobile Tel. No. _____ Residential Tel. No. (Optional) _____

Residential Status Owned Property (Without Mortgaged) Mortgaged Rented
 Live with Parents Quarters Others, Please Specify _____

Year(s) of Residence at Present Address _____ Y _____ M _____
If you live in the present residential address for less than 12 months and your previous residential address is not located in HK, please state the Country or Territory _____ and City, Town, Region or Province _____ of your previous address.

Residential Address Flat/Room Floor Block Building/Estate _____
(in English BLOCK letters) _____

Street No. and Name _____ District Area _____ HK KLN NT Outlying Islands

Loan Purpose: Family Travel Education Standby Others

Email Address (Optional, Maximum 35 characters) _____

(2) Occupation

Name of Employer _____ Office Tel. No. _____

Employment Status Self-employed Full-time Employed Student Housewife Retired Others

Office Address Flat/Room Floor Block Building _____

Street No. and Name _____ District Area _____ HK KLN NT Outlying Islands

Nature of Business _____ Position _____ Year(s) of Service with Present Employer _____

Monthly Income HK\$ _____ Total income (include bonus and other income, please specify) HK\$ _____

Correspondence Address Office Address Residential Address (Overseas address and P.O. Box are not acceptable)

(3) Customer Category

- Professionals Applicants must fulfil any of the following criteria:
 - With professional certificate(s) issued by professional body **OR**
 - Senior Civil Servant on Master Pay Scale Point 34 or above or its equivalent
- Other customers • With monthly income of HK\$5,000 or above

(Please visit the next page to complete this application form)

(4) Other Information

- Do you possess any secured loans (including mortgage and/or overdraft)? No Yes Monthly repayment you are responsible for (HK\$): _____
- Do you possess any unsecured loans offered by other financial institutions (except banks)? No Yes Monthly repayment you are responsible for (HK\$): _____
- Do you possess any unsecured loans under application but not yet approved (excluding this application)? No Yes Monthly repayment you are responsible for (HK\$): _____

(5) Relationship Declaration

Are you a relative* of any of the directors/employees*/controllers*/minority shareholder controllers* of Hang Seng, its branches, subsidiaries or affiliates in Hong Kong or overseas (e.g. the Hongkong and Shanghai Banking Corporation Limited), or other entities over which Hang Seng is able to exert control?

- No, and I agree to notify Hang Seng promptly in writing if this information is no longer true and correct.
- Yes (please state his/her full name):

Full name in English _____ Relationship _____

Are you a director/employee*/controller*/minority shareholder controller* of Hang Seng, its branches, subsidiaries or affiliates in Hong Kong or overseas (e.g. the Hongkong and Shanghai Banking Corporation Limited), or other entities over which Hang Seng is able to exert control?

- No, and I agree to notify Hang Seng promptly in writing if this information is no longer true and correct.
- Yes (please state your staff number) Staff number: _____

I confirm that I have obtained consent from the individuals listed above for the provision of their information to Hang Seng, its branches, subsidiaries and affiliates for the purpose of enabling Hang Seng and its affiliates to comply with the Banking (Exposure Limits) Rules.

I hereby authorise (and authorise on behalf of the above persons) Hang Seng to exchange with Hang Seng's branches, subsidiaries and affiliates information relating to me/the above persons and the facilities granted to me/the above persons for the purpose of enabling Hang Seng and its affiliates to comply with the Banking (Exposure Limits) Rules.

***Remark:** You may request from Hang Seng the definitions of these terms and a list of the above mentioned entities.

Declaration

• I hereby apply for the Unsecured Overdraft Facility particularised above. I agree and acknowledge that the Unsecured Overdraft Facilities is provided subject to the Integrated Account Terms and Conditions and the Terms and Conditions for Unsecured Overdraft Facility which I have read and understood and agreed to be bound by them as they may be amended from time to time. • I undertake to advise Hang Seng if I am currently (or was during the last 12 months) a director, chief executive or substantial shareholders of Hang Seng or its subsidiaries (Note); or I am a spouse, partner, relative by blood, marriage or adoption, or a trustee of a trust to the people mentioned in this clause. Hang Seng requires the information to comply with the Listing Rules. ((Note): "subsidiary" has the same meaning as in the Companies Ordinance (Cap.622 of the Laws of Hong Kong) as amended and supplemented from time to time.) • I confirm that, as of the date of application, I or the government department of HKSAR in which I am working have no official dealings with Hang Seng and I undertake to inform Hang Seng promptly in writing if I or the government department in which I am working will later become involved in any official dealings with Hang Seng. • I also confirm that (i) I did not own any credit card that was cancelled due to default payment; (ii) I currently do not have any overdue payment in respect of any of my indebtedness; and (iii) there is no bankruptcy order made against me and I am not in the process of petitioning for bankruptcy nor have any intention to do so. • I confirm that all information of this application is true and correct and authorise Hang Seng to communicate and to exchange such information with whatever source Hang Seng may consider appropriate for the purpose of verifying the same. • I acknowledge and agree that, irrespective of whether my application is subsequently withdrawn or rejected, all personal data and information with respect to me which are provided by me at the request of Hang Seng or collected in the course of dealings between me and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such purposes and to such persons in accordance with the Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to customers from time to time. I also acknowledge and agree that the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for purpose of verifying such Data or enabling them to provide such Data to other institution: (i) in order that they may carry out credit and other status checks; and (ii) to assist them to collect debts. • I further acknowledge and agree that Hang Seng may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to me, and provide banker's or credit references in respect of me. • In the case where a guarantee/third party security, unlimited in amount, has been or is presently issued in Hang Seng's favour in respect of any or all of my liabilities owed to Hang Seng, I agree that Hang Seng may from time to time provide the guarantor/provider of third party security with any data, details or information (including any Data) relating to any loan/banking/credit facilities extended by Hang Seng to me for the purpose of notifying the guarantor/provider of third party security of the liabilities under the guarantee/third party security. • I confirm that this loan or any part thereof is not intended to be used for acquiring/investing in properties and/or refinancing of any existing mortgage loan. • I agree that, as a reminder for making repayment (if necessary), Hang Seng may transmit to me the relevant messages via my mobile phone number maintained in Hang Seng's record. • **I confirm that this loan application was not referred by a third party. • I agree to pay interest or fees on the Unsecured Overdraft Facility at the prevailing rate as Hang Seng may determine and notify me. I also agree and accept that the Unsecured Overdraft Facility may be granted in a sum less than the amount I now apply for and that this application may be declined by Hang Seng without disclosing any reason thereof. I also accept Hang Seng reserves the rights of (i) final approval and (ii) vary the overdraft limit, interest rate and other relevant terms and conditions at any time. In case of any disputes, Hang Seng's decision shall be final.**

(Please visit the next page to complete this application form)

Declaration

I acknowledge and agree that banking documents, including but not limited to terms and conditions, notifications of changes, fees and charges and application documents will be provided by Hang Seng in non-paper based format.

Note:

You may download the Terms and Conditions for Unsecured Overdraft Facility by visiting www.hangseng.com > menu > Loans > Unsecured Overdraft Facility > Other information you need to know > Terms and Conditions for Unsecured Overdraft Facility within 30 days for future reference. You may not be able to access or download such version after 30 days.

If you have declared your preferred way to receive banking documents (if any), your preference will remain effective in future communication. If you wish to change the preferred way to receive banking documents, you could send the instructions to us through mobile banking app, branch and hotline. Banking documents of applications of products and services through digital channels are provided in non-paper based format only.

By signing this application form, I agree that Hang Seng may use and disclose all personal data about me that Hang Seng currently or subsequently hold for the purposes as set out in the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance which accompanies this application form ("Notice")^{#1}.

#1 For customers who have a relationship with Hang Seng before 16 June 2014:

The Notice include new purposes relating to Hang Seng's provision of services to you and enable Hang Seng to use your personal data in order that Hang Seng comply with the following current or future obligations, commitments or arrangements of Hang Seng or the HSBC Group: (i) obligations according to laws, regulations, judgments or court orders (both within and outside Hong Kong) including those that relate to money laundering, terrorist financing, bribery, corruption, tax evasion, fraud or sanctions (collectively referred to herein as "Unlawful Activities"); (ii) obligations according to guidelines, guidance or codes issued by local or foreign bodies or authorities (whether governmental, tax, law enforcement, regulatory, judicial, industry or others), or international guidance or internal policies and procedures, including those that relate to Unlawful Activities; (iii) requests from local or foreign bodies or authorities; (iv) commitments undertaken by Hang Seng or the HSBC Group with local or foreign bodies or authorities; (v) obligations according to agreement or treaty between local or foreign bodies or authorities; and (vi) obligations according to the HSBC Group's internal policies and procedures for use and sharing of data and information. The above may result in transfer of your personal data outside of Hong Kong. Please read the Notice which shows in full the purposes for which your personal data may be used and the classes of persons to whom your personal data may be transferred.

In case of queries, please contact Customer Service Hotline at 2998 9878.

Agreed, declared and signed by:

X

Signature of Applicant (Please use signature filed under your Integrated Account with Hang Seng (if applicable))

S.V.

Date

(Name of Applicant:)

- Do not return this application form by post if customers have already applied by phone or online to avoid duplication. (All documents including this application will not be returned).
- Please ask any Hang Seng Bank branch staff for Hang Seng's notice to customers relating to the Personal Data (Privacy) Ordinance.

For Bank Use Only

Transaction Branch Code

Transaction Staff ID

30A0 WPXXX (PROF) W
30A0 WGXXX (GEN) W

Terms and Conditions for Hang Seng Unsecured Overdraft Facility

The Unsecured Overdraft Facility (the "Facility", particulars of which is set out in the letter of offer ("Letter of Offer") of the Facility) will be granted subject to Part I (General Terms and Conditions), Part IV (Terms and Conditions for Overdraft Facilities) and other applicable parts of the Integrated Account Terms and Conditions, as well as these Terms and Conditions for Unsecured Overdraft Facility ("these terms and conditions"). In case of any discrepancy between these terms and conditions and the Integrated Account Terms and Conditions, these terms and conditions shall prevail for the purpose of the Facility.

Terms and Expressions

- (a) "Account" means the account under which the Facility is made available, as set out in the Letter of Offer.
- (b) The "Borrower" means the borrower(s) to which the Facility is granted, as set out in the Letter of Offer, and includes any personal representative or lawful successor of such borrower(s).
- (c) "We" and "us" means Hang Seng Bank Limited and its successors and assigns, and "our" and "ours" shall be construed accordingly.

Other Fees

We may from time to time at our discretion impose further charges and fees and vary them subject to our notice and such charges and fees and any variation thereof shall be binding on the Borrower if the Borrower continues to use the Facility or any part of the Facility or any utilised amount of the Facility remains outstanding after the effective date thereof.

Debt Collection Agents

We may appoint any person as the agent to collect any or all indebtedness owed by the Borrower to us and the Borrower shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by us for that purpose on each occasion.

Set-off Rights

We may, at any time and without notice, apply any credit balance in any currency on any of the Borrower's accounts, whether in the name of the Borrower or in the names of the Borrower and any other person(s), in or towards satisfaction of any indebtedness owed by the Borrower to us in whatever capacity and whether actual or contingent or whether owed solely by the Borrower or owed by the Borrower and any other person(s). In the case of a joint account we may exercise the rights in this clause and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to us by one or more of the holders of such joint account.

Borrower's Undertaking

The Borrower undertakes to inform us as soon as possible of any difficulty in repaying the Facility (or any part thereof) or in meeting any payment to us arising from the Facility or otherwise pursuant to the Letter of Offer.

Taxes

- (a) All payments to be made by the Borrower to us in respect of the Facility or under the Letter of Offer or any documents relating to the Facility shall be made to us as specified by us without any set-off, counterclaim or condition and free and clear of all present and future taxes, deductions or withholdings of any nature whatsoever. If at any time the Borrower is required to make any deduction or withholding for or on account of tax or otherwise from any payment to us, the sum due from the Borrower in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, we receive on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which we would have received had no such deduction or withholding been made or required to be made and it shall be the sole responsibility of the Borrower to effect payment of such deduction or withholding to the relevant authority within the applicable time limit. The Borrower shall indemnify us against any losses, liabilities, interest, penalties, or costs and expenses payable or incurred by reason of any failure of the Borrower to make any such deduction or withholding or to effect payment of such deduction or withholding to the relevant authority within the applicable time limit or by reason of any increased payment not being made on the due date for such payment. Upon our request, the Borrower shall promptly deliver to us evidence satisfactory to us that such deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant authority.
- (b) Any fee or charge referred to in the Letter of Offer is exclusive of any value added tax, goods and services tax or any other tax which might be chargeable in connection with that fee or charge. If any value added tax, goods and services tax or other tax is so chargeable, it shall be paid by the Borrower at the same time as it pays the relevant fee or charge.

Indemnity

The Borrower shall indemnify us, our officers and employees against all liabilities, claims, demand, losses, damages, taxes, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and related expenses, and any claims by any relevant authorities on us for tax in respect of any profits or gains attributable to the Borrower) which may be incurred by any of us and all actions or proceedings which may be brought by or against any of us in connection with the provision of the Facility or any services in connection with the Facility to the Borrower or the exercise or preservation of our powers and rights under the Letter of Offer, unless due to the negligence or wilful default of us, our officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. We are entitled to withhold, retain or deduct such portion from the Borrower's assets in the possession or control of us or such amount from any of the Borrower's accounts with us as it reasonably determines to be sufficient to cover any amount which may be owed by the Borrower under this Clause. This indemnity shall survive notwithstanding the termination of the Facility or any services in connection with the Facility or any part of them.

Other Conditions

- (1) The Borrower shall make a monthly minimum repayment of the Facility in such amount and not later than such date as specified in the monthly statement of the Account, failing which a late charge, which shall be determined by us and which shall vary from time to time, will be debited to the Account on the next following statement period.
- (2) Without prejudice to our rights under any other agreements (including but not limited to the Integrated Account Terms and Conditions), the Borrower acknowledges and agrees that all personal data relating to the Borrower may be used and disclosed by us for such purposes and to such persons as may be in accordance with our general policies on use and disclosure of personal data as set out in statements, circulars, notices, or terms and conditions made available by us to our customers from time to time.
- (3) No person other than the Borrower 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 the Letter of Offer.

Joint Borrower

Where the Borrower comprises of more than one person, the above terms and conditions shall be binding on all and each of them jointly and severally notwithstanding that any of them may be released from any obligation by us or may not be effectively bound due to any reason.

Key Facts Statement (KFS) for Overdraft Facility

Hang Seng Bank

Unsecured Overdraft Facility
April 2024

This product is an overdraft facility.

This statement provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your overdraft facility.

Interest Rates and Interest Charges

Annualised Interest Rate	Customer Type	Unsecured Overdraft Limit (HK\$)	Interest Rate (per annum)
	General Customers	\$5,000 - \$199,999	Prime Rate + 7%
	\$200,000 - \$800,000	Prime Rate + 6%	
Preferred Banking Customers / Professionals / Privileged Customers	\$5,000 - \$199,999	Prime Rate + 5%	
	\$200,000 - \$800,000	Prime Rate + 4%	
Prestige Private Customers / Prestige Banking Customers	\$5,000 - \$199,999	Prime Rate + 5%	
	\$200,000 - \$800,000	Prime Rate + 4%	

- Prime Rate refers to the Hong Kong Dollar Prime Lending Rate as quoted by Hang Seng Bank Limited ("Hang Seng") from time to time.
- Interest will be calculated on the basis of actual number of days elapsed and a 365/366-day year.

Annualised Overdue / Default Interest Rate	N.A.
Overlimit Interest Rate (i.e. Interest Rate for Unauthorised Overdraft)	The overlimit interest is accrued daily in compound interest. The overlimit interest rate of P+6% (for Prestige/ Preferred Banking)/P+8% (for Integrated Account/all Current Accounts) applies on that outstanding balance exceeds the credit limit of the facility.

Fees and Charges

Annual Fee / Fee	Customer Type	Annual Fee
	General Customers	1% of the overdraft limit (minimum HK\$200, maximum HK\$800)
Preferred Banking Customers / Professionals / Privileged Customers	0.5% of the overdraft limit (minimum HK\$200, maximum HK\$800)	
Prestige Private Customers / Prestige Banking Customers	Perpetually waived	

Late Payment Fee and Charge	HK\$100 per occurrence
Overlimit Handling Fee	HK\$120 per item
Returned Cheque / Rejected Autopay Charge	N.A.

Additional Information

Re-issuance of Approval Advice	HK\$100 per copy
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Professionals include: (i) customers with a professional certificate issued by a professional body, including but not limited to doctors, accountants, lawyers, architects, surveyors, engineers and pilots (ii) senior civil servants with Master Pay Scale Point of 34 or above or equivalent. Hang Seng reserves the right of final interpretation to the definition of "Professionals". Privileged customers include Hang Seng Payroll account customers and Hang Seng Mortgage customer. For details, please contact our staff.

Note: For the frequently asked questions relating to Unsecured Overdraft Facility (e.g. Difference between an instalment loan and an overdraft, etc), please refer to our Bank's website (Personal Banking > Loans > Unsecured Overdraft Facility > FAQ).

Hang Seng Bank Limited (the “Bank”)

* Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)

1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, controlling persons, officers and managers of a corporate customer or applicant, partners or members of a partnership, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of a customer, or any other persons with whom a customer has a relationship that is relevant to the customer’s relationship with the Bank) (collectively “data subjects”) to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services.
3. It is also the case that data are collected from (i) data subjects in the ordinary course of the continuation of the banking/financial relationship (for example, when data subjects write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the data subjects whose data are provided, (iii) data subjects’ use of the Bank’s websites and apps, including in accordance with the Bank’s Privacy Policy (<http://www.hangseng.com/en-hk/resources/important-message/#privacy>) and (iv) other sources (for example, information obtained from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “**credit reference agencies**”). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group (“**HSBC Group**” means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and “**member of the HSBC Group**” has the same meaning).
4. The purposes for which data may be used are as follows:
 - (i) considering applications for products and services and the daily operation of the banking/financial products, services and banking/credit facilities provided to data subjects;
 - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iii) creating and maintaining the Bank’s credit scoring models;
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (iv) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “**credit providers**”) to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of data subjects;
 - (vi) designing banking/financial services or related products for data subjects’ use;
 - (vii) analysing how data subjects access and use the Bank’s services including services available on the Bank’s websites and apps from time to time;
 - (viii) advertising and marketing services, products and other subjects (including in connection with direct marketing as detailed in paragraph 7 below);
 - (ix) determining the amount of indebtedness owed to or by data subjects;
 - (x) the enforcement of data subjects’ obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects’ obligations;
 - (xi) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches or any member of the HSBC Group to comply with, or in connection with:
 - (a) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region (“**Hong Kong**”) existing currently and in the future (“**Laws**”) (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (b) any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future and any international guidance, internal policies or procedures (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
 - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the “**Authorities**” and each an “**Authority**”) that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or
 - (d) any agreement or treaty between Authorities;
 - (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xiii) conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;
 - (xiv) meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
 - (xv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank’s rights in respect of the data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xvi) exchanging information with merchants accepting credit cards issued by the Bank (each a “merchant”) and co-branding partners;
 - (xvii) verifying data subjects’ identities with any card acquirer of a merchant in connection with any card transactions; and
 - (xviii) purposes relating thereto.

5. Data held by the Bank or a member of the HSBC Group relating to a data subject will be kept confidential but the Bank or a member of the HSBC Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:
- (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
 - (ii) any third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
 - (iii) any Authorities;
 - (iv) any person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential;
 - (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (vi) any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group) or a person making any payment into the customer's account;
 - (vii) third party service providers with whom the customer has chosen to interact with in connection with the customer's application for the Bank's products and services;
 - (viii) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
 - (ix) any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph 4 (x), 4 (xi) or 4 (xii);
 - (x) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject;
 - (xi) any card acquirer of a merchant; and
 - (xii)
 - (a) any member of the HSBC Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
 - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - (e) charitable or non-profit making organisations; and
 - (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4 (viii) above.

Such information may be transferred to a place outside Hong Kong.

6. With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to credit reference agencies:
- (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
 - (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
 - (iv) date of birth or date of incorporation;
 - (v) correspondence address or registered office address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

7. USE OF DATA IN DIRECT MARKETING

Where a data subject has given consent for the Bank to do so, the Bank may use the data subject's data to provide the data subject with direct marketing. In this connection, please note that:

- (i) the Bank may use the following categories of data for its direct marketing purposes:
 - (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, transaction location, financial background, demographic data, and mobile device ID of a data subject held by the Bank from time to time; and
 - (b) information relating to the data subject's use of the Bank's websites, mobile apps from time to time, whether through cookies or otherwise;
- (ii) the following classes of services, products and subjects may be marketed:
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products;

- (c) services and products offered by co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (d) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
- (a) any member of the HSBC Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
 - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (e) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 7 (i) above to other members of the Hang Seng Bank Group for use by them in marketing those services, products and subjects, and the Bank requires the data subject's written consent (which includes an indication of no objection) for that purpose.

If a data subject does not wish the Bank to use or provide his data to other members of the Hang Seng Bank Group for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Bank.

8. TRANSFER OF PERSONAL DATA TO DATA SUBJECT'S THIRD PARTY SERVICE PROVIDERS USING BANK APPLICATION PROGRAMMING INTERFACES ("API")

The Bank may, in accordance with the data subject's instructions to the Bank or third party service providers engaged by the data subject, transfer data subject's data to third party service providers using the Bank's API for the purposes notified to the data subject by the Bank or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.

9. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:
- (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
 - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
10. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 9 (v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
11. In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph 9 (v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.
12. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
13. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:
- Data Protection Officer
Hang Seng Bank Limited
83 Des Voeux Road Central
Hong Kong
Fax: (852) 2868 4042
14. The Bank may have obtained credit report(s) on the data subject from credit reference agency(ies) in considering any application for credit. In the event the data subject wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
15. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Effective Date: 15 June 2014 (Updated in May 2022)

- * Applicable to customers and individuals who have established a relationship with the Bank on or after 16 June 2014, or otherwise consented to this version of Notice. If you have established a relationship with the Bank before 16 June 2014 and have not consented to this version of Notice, please refer to: https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice_e_2013.pdf

Note: In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.