

富邦信用卡「0 息分期零用錢」條款及細則（「本分期計劃」）：**(I) 定義**

除非應上文下理所需，否則下列詞彙在本條款及細則下將具有下述意思：

「本行」	指富邦銀行(香港)有限公司。
「信用卡賬戶」	信用卡持有人於本行開設及於附奉確認函上之富邦信用卡賬戶，而此賬戶將指定用作支付每月供款。
「客戶」	指有效之富邦信用卡持有人。
「確認函」	指一封由本行經批核申請後向客戶發出內載本分期計劃條款的函件，而該函件將構成本條款及細則一部份。
「富邦信用卡」	指本行發出之未到限期的有效 VISA / 萬事達卡。
「本分期計劃」	指富邦信用卡「0 息分期零用錢」。
「套現金額」	指客戶根據本分期計劃將有關信用卡的信貸額兌現成現金的金額。
「一次過行政費」	指以套現金額之有關百分比計算之一次性費用，該百分比已列印於附奉確認函中。
「每月手續費」	指以套現金額之有關百分比計算按月收取之費用，該百分比已列印於附奉確認函中。
「每月供款額」	指客戶根據本分期計劃須按月清還的套現金額及須支付的每月手續費，而每月供款額用以償還套現金額及手續費的金額將以本行全權決定之息隨本減方法計算。
「分期總額」	指客戶根據本分期計劃須支付的每月供款額的全期總額。
「現金貸款年利率」	指列明於「個人化」息率確認函及/或《服務收費表》上之現金貸款年利率。

(II) 條款及細則

1. 本分期計劃只限本行之特選信用卡主卡持有人申請。
2. 一次過行政費將於本分期計劃獲批核後即時一次過收取並誌賬於信用卡賬戶內；而每月手續費則按月收取，第一期之每月供款額將於再下一個月誌賬於信用卡賬戶內；第二期起之每月供款額，客戶須根據每月月結單所顯示之結欠金額按月清還。
3. 有關所需繳付之一次過行政費、每月手續費、每月供款額及供款期的詳情將列印於確認函中。
4. 本分期計劃中所包括的一次過行政費、每月手續費、每月供款額及其他費用(如適用)均不能獲享信用卡積分。
5. 經電話申請，本行有權將該電話通話記錄當作為證據在法庭上使用，而本行毋須作任何查詢以確認通話人之權力或其身份，不論涉及金額的數目多少或當時的情況如何及是否存在任何錯誤、誤解或不清晰之處。本行有權隨時要求客戶提供額外資料或文件。
6. 申請經批核後，客戶所需繳付之分期總額將先於客戶之信用卡賬戶中可用信貸額內扣除。若客戶每月準時供款，本行將撥回相等數額之可用信貸額予客戶之信用卡賬戶內。
7. 申請之批核視乎客戶之信貸額、信用狀況及該賬戶之可用信貸額而定，而客戶之賬戶狀況亦必須正常。本行有權最後決定批核申請與否而毋須提供任何理由。
8. 本分期計劃一經批核後，客戶不得取消或更改供款內容。
9. 在以下情況下，包括 i) 客戶取消其信用卡賬戶或其信用卡賬戶被本行終止；ii) 客戶取消或撤銷本分期計劃；iii) 客戶未能於到期繳款日或之前繳付信用卡之應付最低金額；iv) 違反本條款及細則；本行保留權利終止本分期計劃及要求客戶清還剩餘之套現金額，並收取所有剩餘期數未清還的每月手續費及/或利息(以本行全權決定之息隨本減方法計算，並保留絕對權利於分配每月還款額中的套現金額與手續費)及一次過行政費(如未誌入賬戶)，及本行可在其獨有及絕對酌情權下收取及更改本分期計劃須支付的一切款項、費用及收費，及於客戶之信用卡賬戶扣除相等於客戶於本分期計劃中獲取之任何獎賞價值的金額，此一切款項將即時到期及一次過誌賬於信用卡賬戶內，而已繳付的一次過行政費及每月手續費將不獲退還。
10. 每月供款額將以零售交易方式誌賬於信用卡賬戶內，若顯示於月結單之總結欠於到期繳款日或之前已清償，本行將不會另行收取額外之財務費用。否則，本行將根據《富邦銀行 VISA/萬事達卡信用卡持有人合約》(《信用卡持有人合約》)的條款及細則收取有關財務費用，而該條款及細則將構成本條款及細則一部份。若有任何衝突，一切以本條款及細則為準。
11. 若客戶未能於到期繳款日或之前繳付信用卡之應付最低金額或信用卡戶口被本行取消，未清還之套現金額，並收取所有剩餘期數未清還的每月手續費及/或利息(以本行全權決定之息隨本減方法計算，並保留絕對權利於分配每月還款額中的套現金額與手續費)及一次過行政費(如未誌入賬戶)將即時以現金貸款交易方式一次過誌賬於信用卡賬戶內，並會由該交易日起按客戶現行之現金貸款年利率徵收財務費用。
12. 客戶明白客戶於申請本分期計劃所提供予本行的資料將構成個人資料(按個人資料(私隱)條例所定義)，並同意本行可根據本條款及細則及本行之《致各客戶及其他個別人士關於個人資料(私隱)條例及個人信貸資料的通知》內所訂的目的使用、持有、儲存、披露或轉移任何客戶的個人資料及進行信貸調查。客戶明白客戶有權查閱或更改客戶的個人資料，本行亦可就處理任何就查閱資料的要求收取合理費用。
13. 客戶確認及同意本行將按多家個人信貸資料服務機構模式項下的信貸資料服務機構分享客戶的個人信貸資料，亦可能向第一類特別會員分享(即根據香港法律第 41 章《保險業條例》第 8(1)(a)或 8A(1)(a)授權開展保險業務的保險公司或其附屬公司，可在符合個人資料私隱專員發出並不時更新或取代的《個人信貸資料實務守則》所允許的用途下使用個人信貸資料)，以便第一類特別會員向本行提供保險保障。
14. 客戶明白在香港獲准加入多家信貸資料服務機構模式的所有信貸資料服務機構中，客戶有權在任何十二個月的期間內向每間信貸資料機構免費索取一份信貸報告。
15. 客戶知悉，客戶於申請本分期計劃時，客戶已獲特別提醒下列事項：(a) 本行有權向信貸資料庫(「資料庫」)及/或(於客戶拖欠款項或違約時)向收賬代理或律師行(統稱「收賬代理」)提供客戶的個人資料；(b) 客戶可要求本行告知那一類的資料經常被披露，並可要求提供進一步資料以便客戶向有關資料庫或收賬代理(視乎情況而定)作出資料查詢及更改要求；(c) 就逾期欠款而言，除非客戶可於拖欠日起計的六十日內完全清償欠款或被撇賬(因破產令而引起者除外)，否則資料庫將會由欠款完全清償日起計的五年內保存客戶本分期計劃或信用卡賬戶還款資料；(d) 若任

何款項因針對客戶發出的破產令而被撇賬，則客戶就本分期計劃或信用卡賬戶還款資料將由資料庫保留（不管本分期計劃或信用卡賬戶還款資料是否顯示任何超過六十日的拖欠情況(即重要欠賬)），直至欠繳款額最後全數清償當日起計五年屆滿之日或資料庫獲客戶以證明文件告知其獲解除破產令之日起計五年屆滿之日（以較早發生者為準）為止；及 (e) 若客戶因完全清償欠款而終止本分期計劃或信用卡賬戶及於該計劃或賬戶終止前的五年內未有任何重要欠賬，客戶有權指示本行要求資料庫刪除任何關於客戶已終止的本分期計劃或信用卡賬戶的資料，惟是項指示需於終止本分期計劃或信用卡賬戶終止後五年內發出。

16. 客戶知悉當本行考慮客戶申請本分期計劃時，本行有權於審批過程中開啟及參閱資料庫所編制關於客戶的信貸報告。
17. 客戶明白本行可按多家個人信貸資料服務機構模式從指定信貸資料服務機構的信貸報告考慮本人的個人信貸資料（定義見《個人信貸資料實務守則》），並授權本行認為適當的情況下，可一次或以上使客戶的資料作信貸查閱，若客戶希望查閱信貸報告或對信貸資料服務機構有任何疑問，客戶或可自行致電環聯（電話：2577 1816）/平安金融壹賬通征信服務（香港）有限公司（電話：2271 6268）索取報告。
18. 客戶明白如本行在過去 30 個工作天內曾拒絕了本下的信貸申請，客戶可以免費向本行選定的信貸資訊服務機構免費索取信貸報告副本。
19. 客戶確認其已閱讀及明白本條款及細則及同意遵守《信用卡持有人合約》內所載的一切條款及細則。
20. 客戶確認一旦客戶的申請成功獲批核，客戶將一直維持客戶良好的財務狀況 (即客戶將持續有能力清還所有到期債務)。客戶進一步確認，客戶於申請簽署日(及客戶將會維持)並沒有任何超過三十天以上之逾期還款，及/或違反任何客戶有關從任何金融機構或第三者所取得之任何借貸、信貸或融資所適用之條款及細則。
21. 客戶進一步確認客戶並沒有 (或從沒有) 受制於任何債權人發出之破產令或法定要求償債書 (根據破產法例)，或意圖或正進行破產申請程序。若客戶以上之陳述不正確及/或錯誤，客戶同意此等將會構成不誠實及/或欺詐行為。
22. 如需查詢本行就客戶的信貸申請所聘用的信貸資料服務機構相關事宜，請於辦公時間內*致電富邦銀行綜合客戶服務熱線 2566 8181 (選擇語言後按 4)。*請瀏覽富邦銀行香港網頁>信用卡>「0 息分期零用錢」。
23. 本行保留隨時修訂本《條款及細則》、《確認函》及所有適用費用的權利。如任何修訂是涉及費用或客戶之責任時，該等修訂將在本行採用其認為適當而合理的方式向客戶發出事先通知後便告生效。
24. 本條款及細則受香港特別行政區法律所管轄及詮釋，任何因本條款及細則引起或與之相關的爭議或索賠均應提交香港法院審理。
25. 本條款及細則之中英文版本若在文義上有任何差異，概以英文版本為準。客戶如需要以上各項條款及細則之英文版本，請致電富邦銀行綜合客戶服務熱線 2566 8181。

Terms and Conditions for Fubon Credit Card "Interest-Free Cash Installment Plan" (the "Plan")

(I) Definitions

In these Terms and Conditions, the following terms shall, unless the context requires otherwise have the following meanings: -

"Bank"	means Fubon Bank (Hong Kong) Limited.
"Card Account"	means the Cardholder's Fubon Credit Card account as printed on the attached Confirmation Letter and held with the Bank which is designated for the purpose of repaying the Monthly Installment Amount.
"Cardholder"	means the principal cardholder of a valid Fubon Credit Card.
"Confirmation Letter"	means a letter issued by the Bank to Cardholder upon approval of the application containing terms and conditions of the Plan, and shall constitute part of these Terms and Conditions.
"Fubon Credit Card"	means an unexpired valid VISA/MasterCard credit card issued by the Bank.
"Plan"	means Fubon Credit Card "Interest-free Cash Installment Plan"
"Installment Loan Amount"	means the cash amount transferred from the credit limit of the Cardholder's relevant credit card account under the Plan.
"One-off Administration Fee"	means an one-off fee which is counted by a certain percentage of the Installment Loan Amount. That percentage rate(s) is printed on the attached Confirmation Letter.
"Monthly Handling Fee"	means a monthly fee which is counted by a certain percentage of the Installment Loan Amount. That percentage rate(s) is printed on the attached Confirmation Letter.
"Monthly Installment Amount"	means the portion of the Installment Loan Amount and Monthly Handling Fee that the Cardholder required to settle monthly under the Plan. The monthly installment amount to settle the installment loan amount and handling fee amount is subject to reducing balance method adopted by the Bank at the Bank's sole discretion.
"Total Installment Amount"	means the sum of the Monthly Installment Amount that the Cardholder required to settle under the Plan.
"Cash Advance Interest Rate"	means the Cash Advance Interest Rate set out in the card mailer of the Card Account and/or the List of Service Charges.

(II) Terms and Conditions

- Only the selected principal Cardholder of the Bank is eligible to apply for the Plan.
- An One-off Administration Fee will be debited from the Card Account, while the first Monthly Installment Amount shall be charged to the Card Account in the following month upon approval of the Plan. For the second Monthly Installment Amount and onwards, customer should settle the outstanding amount according to that displayed in the monthly statement.**
- Details of the One-off Administration Fee charged, Monthly Installment Amount and repayment tenor will be set out in the Confirmation Letter.**
- No credit card bonus points will be granted for the One-off Administration Fee, the Monthly Handling Fee, the Monthly Installment Amount and other fees (if any) under this Plan.
- Where any application is made by telephone, the Bank shall be entitled to use the record of such communication as evidence in courts without the need to make enquiry on the Bank's part as to the authority or identity of the person making or purporting to make such communication and regardless of the amount of money involved or circumstances prevailing and notwithstanding any error or misunderstanding or lack of clarity. The Bank is entitled to request from the Cardholder additional information or documents at any time as it may require.
- After approval of the application, the available credit limit of the Card Account of the Cardholder will be withheld to the extent of the Installment Loan Amount. With each Monthly Installment Amount being debited to the Card Account and settled by the Cardholder timely, an amount equal to the Monthly Installment Amount so settled will be released from the credit limit withheld.
- Approval of application is subject to the credit limit and credit history of Cardholder and available credit limit of the Card Account. Besides, the Card Account must be in normal status. The Bank has the sole and final discretion to accept or reject an application without the need to provide any reason.
- Once the application is approved, the Plan will be irrevocable and the terms approved cannot be amended.
- Under the following circumstances, including i.) cancellation or termination of the Card Account either by Cardholder or the Bank; or ii.) cancellation or suspension of the Plan by Cardholder; or iii.) Cardholder fails to settle the minimum payment on or before the payment due date of the monthly credit card statement of the Card Account; or iv.) breaches any provision of these Terms and Conditions, the Bank reserves the rights to terminate the Plan and request the Cardholder to settle all outstanding Installment Loan Amount, total amount of outstanding monthly handling fee and/or interest for the remaining installment period (according to the reducing balance method adopted by the Bank at its sole discretion, and the Bank also reserves the right, in its sole and absolute discretion to apportion the monthly installment of installment loan amount and handling fee amount for settlement) and One-off Administration Fee (if not yet charged) and the Bank, as its sole and absolute discretion, to debit all other payable sum under the Plan, fee and charge, together with the amount equivalent to the value of any reward obtained by Cardholder in the Plan to the Cardholder's Card Account and in such case be immediately due and payable. All paid One-off Administration Fee will not be refunded.
- The Monthly Installment Amount will be debited to the Card Account as retail purchase transaction. No additional finance charge will be applied if the total balance shown in the monthly credit card statement of the Card Account is paid on or before the statement due date. Otherwise, a finance charge will be levied in accordance with the Terms and Conditions of Fubon Bank Visa/MasterCard Cardholder Agreement applicable to the Card Account ("Cardholder Agreement"), which shall also form part of these Terms and Conditions. In case of any conflict, these Terms and Conditions shall prevail.
- If the Cardholder fails to pay the minimum payment on or before the payment due date of the monthly credit card statement of the Card Account or the Bank terminates the Card Account, all outstanding Installment Loan Amount, total amount of outstanding monthly handling fee and/or interest for the remaining installment period (according to the reducing balance method adopted by the Bank at its sole discretion, and the Bank also reserves the right, in its sole and absolute discretion to apportion the monthly installment of installment loan amount and handling fee amount for settlement) and One-off Administration Fee (if not yet charged)**

will be debited to the Card Account immediately as cash advance transaction. Finance charge will be levied on such amount from the transaction date at the Cardholder's prevailing Cash Advance Interest Rate.

12. The Cardholder understands that any information he may give for the application of the Plan constitutes Personal Data as defined in the Personal Data (Privacy) Ordinance and consents to the Bank using, holding, storing, disclosing and transferring any personal data for credit and lending checks and purposes as referred to in these Terms and Conditions and our Bank's Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data. The Cardholder further acknowledges that he has the right to request access to or correction of any personal data and that the Bank has a right to charge a reasonable fee for processing of any data access request.
13. The Cardholder acknowledge and agree that his Consumer Credit Data (as defined under the Code of Practice on Consumer Credit Data) may be disclosed and shared by the Bank with all selected credit reference agencies under the Multiple Credit Reference Agencies Model which may also be shared with a Type One Special Member (meaning an insurer or a subsidiary of an insurer authorized under Section 8(1)(a) or 8A(1)(a) of the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) to carry on insurance business with the need to use consumer credit data for purposes permitted under the Code of Practice on Consumer Credit Data issued by the Privacy Commissioner for Personal Data as updated or superseded from time to time in relation to the provision of insurance coverage to the Bank by the Type One Special Member.
14. The Cardholder understands that he is entitled to request for a credit report from each selected credit reference agency in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model without charge within any twelve-month period respectively to each selected credit reference agency.
15. The Cardholder acknowledges that the application of the Plan with his personal data and submits it to the Bank, the following information has been specifically drawn to his attention: - (a) his personal data may be supplied by the Bank to a credit reference agency(ies) ("CRAs") and/or in the event of default to a debt collection agency or solicitors firm (together, "DCA"); (b) he has a right to be informed, upon request, about which terms of the data are routinely so disclosed and he has a right to be provided with further information to enable the making of a data access and collection request to the relevant CRAs or DCA, as the case may be; (c) in the event of any default in repayment, 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 of occurrence of such default, he shall be liable to have the Plan or the Card Account repayment data retained by the CRAs until the expiry of 5 years from the date of final settlement of the amount in default; (d) in the event of any amount in any account is written off due to bankruptcy order being made against the Cardholder, he should be liable to have his account repayment data retained by the CRAs, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days (namely material default), until the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified by the Cardholder with evidence to the CRAs, whichever is earlier; and (e) upon termination of the Plan or the Card Account by full repayment of all outstanding amount(s) and on the condition that there has not been, within 5 years immediately before the Plan or the Card Account termination, any material default in the Plan or the Card Account, he will have the right to instruct the Bank to make a request to the CRAs to delete from its database any account data relating to his terminated Plan or Card Account, as long as the instruction is given within 5 years from the date of termination.
16. The Cardholder acknowledges that when the Bank considers his application for loan/facility, the Bank may access and consider a credit report on him from a CRAs in its credit decision process.
17. The Cardholder understands Bank may consider his Consumer Credit Data (as defined under the Code of Practice on Consumer Credit Data) from credit report(s) of selected CRAs under the Multiple Credit Reference Agencies Model and authorize the Bank to access his Consumer Credit Data with the mentioned CRAs for the purpose of credit checking more than once as the Bank deems necessary. If the Cardholder wish to access the credit report(s) or have any enquiry about the credit reference agency(ies), he may request such information from TransUnion at Tel: (852) 2577 1816 /Pingan OneConnect Credit Reference Services Agency (HK) Limited at Tel: (852) 2271 6268.
18. The Cardholder understands that he is entitled to request a copy of the credit report from the selected CRA(s) free of charge if the Bank has rejected his credit application within the past 30 business days.
19. The Cardholder confirms that he has read and understood the Terms and Conditions and agrees to be bound by the Cardholder Agreement.
20. The Cardholder confirms if his application is successful, he will continue to maintain his financial condition in order that he will be able to pay all his debts and liabilities as and when they fall due. The Cardholder further confirms that as at the date hereof (and he will continue to maintain this) he does not have any overdue payment exceeding 30 days and/or he is not in breach of any applicable terms and conditions thereof in respect of any borrowings, credit or financial accommodation he has from any other financial institution or third party.
21. The Cardholder further confirms that he is not (or has he been) subject to a bankruptcy order or a statutory demand (pursuant to the Bankruptcy Ordinance) served upon him by a creditor nor is he in the process of petitions for bankruptcy nor does he have the intention to do so. Should the statement made by the Cardholder be incorrect and false, he accepts that such would involve dishonesty and/or fraud on his part
22. For any enquiry about the credit reference agencies engaged by the Bank in relation to credit facility application, please contact the Integrated Customer Service Hotline at 2566 8181 (Press 4 after language selection) during office hours*. *Please visit Fubon Bank Hong Kong Website > Cards > "Interest-free Cash Installment Plan".
23. The Bank reserves the right at all times to amend or vary these Terms and Conditions, the Confirmation Letter, the Bank's List of Service Charges issued from time to time (as the case may be) and applicable fees and charges. If such amendment or variation affect any of the Charges and the obligations or liabilities of him, then such amendment or variation will become effective after prior notification to him by such reasonable means the Bank deems fit.
24. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the customer agrees to submit to the non-exclusive jurisdiction of Hong Kong courts in respect of any dispute which may arise out of or in connection with these terms and conditions.
25. In the event of any conflict between the English and Chinese translation of these Terms and Conditions, the English version shall prevail. For any enquiries, please call Fubon Bank Integrated Customer Service Hotline at 2566 8181.