

「自由式分期計劃」條款及細則

(I) 定義及釋義

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：—

- 「客戶」 - 指有效之富邦信用卡持有人。
- 「本行」 - 指富邦銀行(香港)有限公司。
- 「本計劃」 - 指富邦信用卡「自由式分期計劃」。
- 「富邦信用卡」 - 指本行發出之未到限期的有效VISA/萬事達卡。
- 「信用卡賬戶」 - 信用卡持有人於本行開設的富邦信用卡賬戶，而此賬戶將指定用作支付每月付款金額之用。
- 「簽賬交易」 - 指以分期付款方式支付的原有之零售簽賬交易。
- 「簽賬交易金額」 - 指以分期付款方式支付的簽賬交易款項。
- 「每月手續費」 - 指第4條對該詞語所說的涵義。

(II) 條款及細則

1. 本計劃之有效期由2013年3月1日起至另行通知為止(以交易日期計算)，並適用於客戶以富邦信用卡於本地或海外進行之零售簽賬交易；惟並不包括現金透支、結欠轉賬、分期付款、手續費、財務費用、年費、八達通自動增值賬項、賭場交易及未誌賬、已取消或退款之交易。
2. 客戶需於簽賬後3個工作天(不包括簽賬日)起至有關交易顯示於信用卡月結單所示之到期繳款日前3個工作天，致電本行辦理申請手續。所有簽賬必須已誌賬方被接納。本行有權隨時要求客戶提供有關之簽賬存根並附有有效授權號碼。
3. 客戶可合併簽賬單據申請本計劃，惟申請本計劃之分期金額必須為HK\$1,000或以上(或等值的外幣)，而當中每項單一簽賬金額必須為HK\$300或以上(或等值的外幣)。每項簽賬交易只可申請本計劃1次。
4. 客戶需就每項獲批核之分期付款賬項繳付每月手續費，每月手續費**0.5%**之實際年利率為**10.71%**(6個月供款期)，**11.46%**(12個月供款期)，**11.66%**(18個月供款期)，**11.71%**(24個月供款期)及**11.66%**(36個月供款期)。上述實際年利率乃根據銀行營運守則之指引計算的參考利率，此利率為年化利率並已包括不退還的每月手續費。
5. 每項分期之每月手續費、每月付款金額及分期月數，均以本行發出之確認函為準。
6. 客戶以富邦信用卡簽賬所賺取之信用卡積分，將於分期申請獲接納後被扣回；而客戶每期之供款將可獲取信用卡積分。
7. 客戶可寄回或傳真申請表格予富邦銀行信用卡中心或透過電話申請。如以傳真遞交申請表格，本行有權視已收到之傳真在任何方面皆為真確及對客戶有約束力。若經電話申請，本行有權將該電話通話當作為客戶本人或經完全授權及對客戶有約束力，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或當時的情況及無論有任何錯誤、誤解或有任何不清晰之處。
8. 透過電話提交申請並不適用於附屬卡客戶。附屬卡客戶如欲提交申請本計劃，可填妥及寄回申請表格，而表格須由主卡客戶共同簽署方為有效。
9. 申請一經批核後，客戶所需繳付之全數金額(包括簽賬交易金額及每月手續費總額)，將先於客戶之信用卡賬戶中可用信用額內扣除。如透過每月供款，信用卡之可用信用額將獲得相等數額的調整及增加。
10. 申請之批核須視乎客戶之信用額、信用狀況及該賬戶之可用結餘而定，而客戶之賬戶亦必須正常。本行有權決定批核申請與否而毋須提供理由。
11. 申請一經批核後，客戶不得取消或更改供款內容。
12. 在下列情況下，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計劃及要求客戶清還剩餘分期付款之金額(包括剩餘分期付款總額及應於下一個月償還之每月手續費)及本行可在其獨有及絕對酌情權下收取及更改本計劃須支付的一切款項、費用及收費連同**HK\$120**之終止本計劃的手續費(以每項辦理本計劃之申請計算)，此一切款項將即時到期及一次過誌賬於信用卡賬戶內。
13. 每月供款額將以零售交易方式誌賬於信用卡賬戶內，若刊載於月結單之總結欠於到期繳款日或之前已清還，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。
14. 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銀行取消，剩餘每月供款之總額(包括剩餘分期付款總額及應於下一個月償還之每月手續費)將即時以現金貸款交易方式一次過誌賬於信用卡賬戶內，該款項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。

15. 所有產品/服務均由供應商提供及銷售。本行只負責安排本計劃之分期付款事宜，及不會為有關產品/服務負上任何責任及義務。一切其他有關產品/服務事宜及責任：包括供應、銷售、送貨、安裝、保用、其他有關之法律責任及附屬性服務等，概由供應商負責。本行亦不會作陳述或保證任何服務及產品之質素或知識產權之擁有權。於本計劃尚未完成供款期間，假如有關之產品(及其保養)/服務之供應商出現任何問題，本行恕不負責，而客戶則仍需繳付本計劃餘下之分期付款。
16. 客戶明白客戶於本計劃之申請時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。客戶進一步明白客戶有權查閱或更改其個人資料，本行亦可就此收取客戶有關的行政費用。
17. 客戶知悉，於客戶填報客戶個人資料及提交本計劃之申請表格予本行之前，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，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計劃或信用卡賬戶資料；及 **(d)** 若客戶因完全清償欠款而終止本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大違規，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計劃或信用卡賬戶的資料。
18. 客戶進一步知悉，若客戶獲授分期總額及若本計劃或信用卡賬戶往後逾期拖欠款項，以及該拖欠款項未能於拖欠日起計的六十日內完全清償，客戶的分期計劃或信用卡賬戶資料將繼續由資料庫保存，直至該拖欠款項完全清償日起計的五年或客戶破產令撤銷並通知資料庫當日起計的五年(以較早者為準)為止。
19. 客戶進一步知悉，若客戶因完全清償欠款(不包括本計劃或信用卡賬戶結欠金額重組)而終止本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大違規，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計劃或信用卡賬戶的資料。
20. 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。
21. 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。
22. 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錯誤，客戶同意此等將會構成不誠實及/或欺詐行為。
23. 本行保留權利隨時暫停、更改或終止本計劃及修訂其有關之條款及細則而毋須另行通知。如有任何爭議，本行保留最終決定權。
24. 中英文版本如有歧異，概以英文版本為準。

Terms and conditions for "Any-can-do Purchase Installment Plan"

(I) Definitions and Interpretation

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

"Cardholder"	means the principal cardholder of a valid Fubon Credit Card.
"Bank"	means Fubon Bank (Hong Kong) Limited.
"Plan"	means Fubon Credit Card "Any-can-do Purchase Installment Plan"
"Fubon Credit Card"	means an unexpired valid VISA/MasterCard credit card issued by the Bank.
"Card Account"	means the Cardholder's Fubon Credit Card account held with the Bank which is designated for the purpose of repaying the monthly installment amount.
"Transaction"	means the original retail purchase of goods and/or services to be paid for by installments.
"Transaction Amount"	means the amount of Transaction payable by installments.
"Monthly Handling Fee"	as the meaning ascribed to it in Clause 4.

(II) Terms and Conditions

1. The promotion period of the Plan is from 1 March 2013 and will continue until further notice (based on transaction date) and is applicable to local or overseas retail transactions made by the Cardholder of Fubon Credit Card, other than cash advance, balance transfer, installment, handling fee, finance charges, annual fee, Octopus transactions, chips transaction and un-posted, cancelled or refunded transactions.
2. Cardholder has to apply for the Plan with the Bank during the period commencing 3 working days after (but excluding) the transaction date of the Transaction and ending on at least 3 working days preceding the Payment Due Date specified in the monthly statement on which particulars of the Transaction appear. The Transaction must be posted and the Bank reserves the right to request Cardholder to submit relevant sales slip with valid authorization code.
3. Cardholder may apply for the Plan in respect of a combination of multiple transactions, the minimum amount of the application should be HK\$1,000 or above (or its equivalent) while the minimum amount of each single transaction should be HK\$300 or above (or its equivalent). Each Transaction can be applied for the Plan once.
4. Cardholder has to pay a Monthly Handling Fee for each approved application. The Annualized Percentage Rate ("APR") of the monthly handling fee **0.5%** is **10.71%** (6-month repayment tenor), **11.46%** (12-month repayment tenor), **11.66%** (18-month repayment tenor), **11.71%** (24-month repayment tenor) and **11.66%** (36-month repayment tenor). The above APR, calculated in accordance with the guidelines as set out in the Code of Banking Practice, is a reference rate expressed as an annualized rate which includes the non-refundable monthly handling fee.
5. Details of the Monthly Handling Fee, monthly installment amount and repayment tenor shall be set out in the confirmation letter.
6. For transactions made via Fubon Credit Card, the bonus points originally earned will be reversed upon the Bank's acceptance of Cardholder's application for the Plan. Bonus points will be earned for each monthly repayment made by the Cardholder under the Plan.
7. Cardholder may send application form to Fubon Bank Credit Card Centre by mail, fax or by telephone. In case of the application form is sent to the Bank by fax, the Bank shall be entitled to treat the faxed copy received as true and correct in all respects and shall be binding on Cardholder. In the event that any application is made by telephone, the Bank shall be entitled to treat such communication as made or fully authorized by and binding on the Cardholder without 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.
8. Application by telephone is not applicable to supplementary cardholder. Supplementary cardholders who wish to apply for the Plan shall complete the application form, which must be co-signed by the principal cardholder.
9. Upon approval of the Cardholder's application, the available credit limit of the Card Account will be withheld to the extent of the aggregate of the Transaction Amount and the total sum of Monthly Handling Fee. With each monthly installment being debited to the Card Account and settled by the Cardholder, an amount equal to the installment amount so settled will be released from the credit limit withheld.
10. Approval of application is subject to the credit limit and credit history of Cardholder and available balance of the Card Account. Besides, the Card Account must be in normal status. The Bank has the right to accept or reject an application without the need to provide reason.
11. Once the application is approved, the Plan will be irrevocable and the terms approved cannot be amended.
12. 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 amounts (including the remaining total installment loan amount and the Monthly Handling Fee of the following month) and the Bank, as its sole and absolute discretion, to debit all other payable sum under the Plan, fee and charge, together with the early termination fee of **HK\$120** (for each application under the Plan) to the Cardholder's Card Account and in such case be immediately due and payable.
13. 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 ("Cardholder Agreement") applicable to the Card Account, which shall also form part of these Terms and Conditions. In case of any conflict, these Terms and Conditions shall prevail.
14. 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 monthly installment amount 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.
15. The Bank is only responsible for arranging payment facilities via the Plan and disclaim any liability or duty relating to the

product(s)/service(s) sold or provided by the merchants. The merchant(s) and the related supplier(s) will be solely responsible for all obligations and liabilities relating to the supply, sale, delivery, installation, warranty, other common law or statutory provisions, of the product(s)/service(s) and the ancillary services, if any. The Bank will not guarantee the quality and possession of intellectual property of the product(s)/service(s). The Bank shall not be responsible for any problem(s) occur to the relevant product(s) (including its/their maintenance)/service(s), the merchant(s) and the related supplier(s) and the Cardholder shall continue to be responsible for any amount that is still outstanding and payable by the Cardholder under the Plan.

16. The Cardholder understands that any information he may give in the application 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 access to or makes correction of any personal data, subject to the Bank's right to receive an administration fee.
17. The Cardholder acknowledges that before he completes the application with his personal data and submit 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 ("CRA") 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 CRA or DCA, as the case may be; (c) in the event of any default in repayment, unless the amount in default is fully repaid 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 data retained by the CRA until the expiry of 5 years from the date of final settlement of the amount in default; and (d) 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, without 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 CRA to delete from its database any account data relating to his terminated Plan or Card Account.
18. The Cardholder also acknowledges that if he is granted the installment loan amount and if he is subsequently in default of repayment and unless the amount in default is fully repaid before the expiry of 60 days from the date of the default, then he shall be liable to have his account data retained by the CRA until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of his discharge from bankruptcy as notified to the CRA, whichever is earlier.
19. The Cardholder also acknowledges that upon termination of the Plan or the Card Account by full repayment (excluding payment by refinancing of the debit balance on the Plan or the Card Account by the Bank) he has a right (on the condition that there has not been, without 5 years immediately before the Plan or the Card Account termination, any material default on the said Plan or Card Account) to instruct the Bank to make a request to the CRA to delete from its database his account data relating to his terminated Plan or Card Account.
20. The Cardholder confirms that he has read and understood the Terms and Conditions and agrees to be bound by the Cardholder Agreement.
21. 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.
22. 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 his 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.
23. The Bank reserves the rights to suspend, vary or cancel the Plan and amend the relevant Terms and Conditions at any time without prior notice. In case of dispute, the decision of the Bank is final and conclusive.
24. Should there be any inconsistency between the English and Chinese versions, the English version shall prevail.