## **TERMS & CONDITIONS**

# HSBC's Bancassurance Needs Campaign 2021 ("Promotion")

- 1. This Promotion is organised by HSBC Bank Malaysia Berhad (Reg No. (198401015221 (127776-V)) ("HSBC") for the following insurance product underwritten by Allianz Life Insurance Malaysia Berhad (198301008983) ("Allianz Life") and distributed by HSBC. This Promotion is sponsored by HSBC and Allianz Life.
- 2. By participating in this Promotion, participants agree to be bound by all the terms and conditions below.

## **PROMOTION PERIOD**

3. This Promotion shall run from 1st July – 31st August 2021, both dates inclusive ("Promotion Period").

## **ELIGIBILITY**

- 4. This Promotion is open to existing HSBC Customers who:
  - i. Go through the suitability assessment; and
  - ii. Participate in any participating Allianz Life products listed in Clause 5 below and submits his/her application during the Promotion Period; and
  - iii. Meets and pays the minimum premium required for the participating plans below:
    - a. RM 200,000 for Single Premium Plan ("SP");
    - b. RM 20,000 for **Regular Premium Plan** ("RP"). The Regular Premium (RP) paid for participating Allianz Life products must be in Annual Payment Mode only to qualify for this Promotion; and
  - iv. Policy is issued by Allianz Life by 7<sup>th</sup> September 2021.

(hereinafter collectively referred to as the "Eligible Customer(s)")

- 5. Participating Allianz Life Products are ("Participating Product(s)"):
  - i. HSBC's HealthPlus; and
  - ii. HSBC's UniversalTreasure Plus SP and RP; and
  - iii. HSBC's UniversalIncome; and
  - iv. HSBC's UniversalLegacy; and
  - v. HSBC's EliteSaver SP GIO and RP; and
  - vi. HSBC's EliteCare; and
  - vii. HSBC's FamilyCare

## **PROMOTION MECHANICS**

- 6. This Promotion will be divided into 2 different tiers:
  - i. Single Premium Plan: Receive up to RM 2,000 Cash Back from SP policy sign up.

	Minimum Premium Per Insurance Policy (RM)	Fixed Cash Back Amount (RM)
i.	200,000 – 299,999	500
ii.	300,000 – 349,999	900
iii.	350,000 – 499,999	1,250
iv.	500,000 and above	2,000

ii. **Regular Premium Plan** (Annual Payment Mode): Receive up to 3.5% Cash Back based on first year premium

	Minimum Premium Per Insurance Policy (RM)	Cash Back (RM)
i.	20,000 – 49,999	2.0% of First Year Premium Paid
ii.	50,000 – 99,999	3.0% of First Year Premium Paid
iii.	100,000 and above	3.5% of First Year Premium Paid

(hereinafter collectively referred to as the "Cash Back")

#### **CASH BACK TERMS AND CONDITIONS**

- 7. The Cash Back per Eligible Customer is limited to a total of RM 15,000 per calendar month during the Promotion Period regardless of the number of applications submitted by an Eligible Customer.
- 8. Cash Back will be based on the mechanics stated in clause 6 & 7. E.g. an Eligible Customer who sign-up two Participating Product(s) in July 2021, he/she will be entitled for cash back of **RM 2,000**:

Participating Product(s)	Cash Back (RM)
HSBC's UniversalIncome RP RM 50,000	RM 1,500 (3.0% X RM 50,000)
HSBC's UniversalTreasure Plus SP RM 250,000	RM 500 (Fixed Cash Back Amount)
Total Cash Back Received	RM 2,000

- 9. The Cash Back shall be on a first come first serve basis, this Promotion will end immediately once RM35,000,000 of Premium is achieved.
- 10. Single Premium Top Up and Premiums paid in advance will not be calculated as part of the Promotion.
- 11. The premium paid for each insurance policy of Participating Products cannot be combined.
  - i. Example 1: Eligible Customer purchased Participating Product(s) with SP of RM 150,000 for two policies in July 2021. Eligible Customer will not be qualified for Cash Back since the Promotion DOES NOT allowed Customer to accumulate the premiums from both policies to be RM 300,000 SP.
  - ii. Example 2: Eligible Customer purchased two Participating Product(s) with RP of RM 10,000 for each policy in July & August 2021 respectively. Eligible Customer will not be qualified for Cash Back since the Promotion DOES NOT allowed Customer to accumulate the premiums from both policies to be RM 20,000 RP.
- 12. Cash Back will be credited into Eligible Customer's HSBC Current Account or Savings Account (CASA) or HSBC Credit Card Account, which was stated in the Banca Application Form used to participate in the Participating Product(s) within 10 weeks after the end of the Promotion Period. In the event of multiple Participating Product(s) participated, Cash Back will be paid to the Eligible Customer's active CASA or HSBC's Credit Card Account that was used to purchase the Participating Policy with highest Premium.
- 13. If Eligible Customer exercises cooling-off rights, cancellation or termination for the issued policy before the Cash Back is credited, the Eligible Customer will not be entitled to the Cash Back and any such Cash Back shall be forfeited.
- 14. This Promotion is not applicable with any other Promotions, vouchers, rebates or privileges applicable to the insurance product.
- 15. The Cash Back is not transferable and cannot be exchanged for cash, credit or in kind.
- 16. HSBC Bank reserves the right to substitute Cash Back with any other item of similar value at any time within three (3) days prior notice.

## **GENERAL TERMS & CONDITIONS**

- 17. HSBC reserves the right at its absolute discretion to vary, delete or add to any of this Promotion's Terms & Conditions with 3 days' prior notice and such amended terms and conditions shall prevail over any provisions or representations contained in any other Promotional materials advertising this Promotion.
- 18. This Promotion's Terms and Conditions, as amended from time to time, shall prevail over any provisions or representations contained in any other Promotional materials advertising this Promotion.

- 19. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Customer:
  - a. individual notice to the Eligible Customer (whether by written notice or via electronic means) sent to the Eligible Customer's latest address/email address as maintained in the HSBC's records;
  - b. press advertisements;
  - c. notice in the Eligible Customer policy statement(s) or composite statement;
  - d. display at its business premises; or
  - e. notice on HSBC's internet website(s); where such notices shall be deemed to be effective on and from the 4th day after its delivery/publication/display as per the manner described herein. Save and except notices sent via ordinary mail which will be deemed delivered on the 3rd day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.
- 20. HSBC shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of HSBC.
- 21. HSBC reserve the right to cancel, terminate or suspend this Promotion with 3 days' prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Promotion shall not entitle you to any claim or compensation against HSBC or Allianz Life for any and all losses or damages suffered or incurred by you as a direct or indirect result of the act of cancellation, termination or suspension.
- 22. In no event will HSBC Bank be liable for any losses or damages (including without limitation, loss of income, profit or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion, even if HSBC Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 23. The Eligible Customers shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Promotion.
- 24. HSBC Bank shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of HSBC Bank.
- 25. HSBC's decision on all matters relating to this Promotion including but not limited to the eligibility to participate, the selection of the applicants for this Promotion, and in case of any dispute, shall be final and binding on all Eligible Customers who participate in this Promotion and no correspondence will be entertained.
- 26. By participating in this Promotion, the Eligible Customer agrees to be bound by this Promotion's Terms and Conditions and the decisions of HSBC.
- 27. Allianz Life being the underwriter of the Participating Products and responsible the benefits offered under the product, as well as any representation made in any of its marketing materials. HSBC is a third party distributor and accepts no liability for the products and services offered by Allianz Life.
- 28. These Terms and Conditions are in addition to the existing respective terms and conditions which regulate the provision of the products and propositions referred to in this Promotion. In the event of inconsistency between these Terms and Conditions and the existing respective product and proposition terms and conditions, these Terms and Conditions shall prevail in relation to this Promotion.
  - The existing terms and conditions applicable to the products and propositions included in this Promotion are available as follows:
    - a. Universal Terms and Conditions of HSBC Bank available at <a href="https://www.hsbc.com.my">www.hsbc.com.my</a> are:
      - i. Generic Terms and Conditions; and

- ii. Specific Terms and Conditions for HSBC Premier and HSBC Advance; and
- iii. Special Terms and Conditions for Retail Banking and Wealth Management; and
- iv. Cardholder Agreement; and
- b. The respective Terms and Conditions for the Allianz Life's Participating Products.