



恒生銀行
HANG SENG BANK

Mortgage Terms

按揭條款

2018 version (The information provided is for reference only and subject to change from time to time without further notice. The mortgage loan will be granted subject to the final approval of Hang Seng Bank Limited and on the terms and conditions stating in the relevant legal documentation, including without limitation, the mortgage deed and the letter of offer.)

2018年版(資料只供參考，如有更改，恕不另行通知。按揭貸款將以恒生銀行有限公司之最終批核結果為準，並根據列於相關法律文件，包括但不限於按揭契據及按揭貸款條件信之條款及細則。)

website 網址 : hangseng.com/mortgage

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A. Application – General Information

1. About mortgage facilities

For mortgage facilities information, please visit our branches, mortgage center and our website. Please contact Hang Seng Bank Limited (“the Bank”) to discuss which mortgage facilities suits your personal banking needs and for more information on the features and terms of our mortgage facilities.

For application, please fill in the application form and provide other documents or information which the Bank required to proceed the application.

2. Approved Application

The Bank will issue a letter of offer to you once your application has been approved.

3. Pre-requisite for loan drawdown

Before loan drawdown, you must:

- comply with the prerequisite set out in the letter of offer;
- pay all our costs related to the mortgage facility, unless otherwise stated in our letter of offer;
- appoint a solicitor to prepare mortgages documents on property;
- purchase a fire insurance on the property;
- provide all necessary documents in the form and substance which the Bank required to ensure the security is effective; and
- provide the Bank with all other documents or information the Bank reasonably demand.

If a document is not a unique record it must be affirmed in the way the Bank requires as being a true and update copy of the original).

- 3.1. When the findings of any searches, requisitions or other enquiries related to you, any security provider or the property are not in form and substance satisfactory to the Bank, the Bank may not provide you any funds or any mortgage facility.

4. Mortgage Repayment Account

Designate your Hang Seng Bank account with the Bank to debit therefrom all payments payable hereunder and as security for your performance of obligations to the Bank in respect of the Loan.

5. Change Loan Terms

Please contact the Bank to discuss if you need to change the terms of your mortgage facility. If the Bank agrees to the changes, all terms (including payment of fees and costs) must be upon our satisfaction.

B. Mortgage Loans – General

This Part B sets out terms which apply to each mortgage facility until it is repaid in full at the end of its term as stated in the letter of offer. It does not apply, for example, to a property overdraft. For additional terms of Mortgage Link facility, Bridging Loan or Mortgage Insurance Programme, please refer Part C (i), (ii) and (iii) respectively.

Part D sets out terms which apply if you have a property overdraft facility.

Part E sets out additional terms which apply if, for example, you are required to have fire insurance or solicitor.

6. How the Bank provides the funds

6.1. The Bank pays the funds to you as instructed by you, except to the extent that the Bank requires otherwise.

Loan drawdown date

6.2. Funds drawdown must be made on or before loan drawdown date if it is stated in the letter of offer.

7. Interest, fees and charges

Interest

- 7.1 Interest on the loan must be paid in arrears (or as otherwise set out in our letter of offer) at the rate set out in the letter of offer.
- 7.2 If the Bank grants you a mortgage facility under the Government Housing Scheme, interest on the mortgage facility must be determined in accordance with the terms of the Government Housing Scheme.
- 7.3 Interest on the Loan will be charged and will accrue on a day-to-day basis at the rate as stated in the letter of offer. Such interest shall be calculated on the basis of the actual number of days (i.e. 365/366 day a year).
- 7.4 Interest is payable on the dates set out in the letter of offer.
- 7.5 For Fixed Rate Plan, the mortgage interest rate remains unchanged within the fixed rate period.
- 7.6 For Fixed Rate Plan, after the fixed rate period, interest will be calculated based on the rate as set out in the letter of offer.
- 7.7 Any change in the Prime Rate will be effective on the date on which the change in the Prime Rate takes effect and in the event of such change either the amount of instalment or the number of instalments payable by you may be varied by the Bank by giving written notice to you.
- 7.8 The HIBOR will be fixed on the Loan drawdown date and may be re-fixed on the date falling 1 month from the specified day of the month immediately following the Loan drawdown date and on the corresponding day of each and every 1 month's period thereafter.
- 7.9 The Bank may at our discretion raise or reduce the interest rate payable on the Loan, by serving notice in writing on you stating the increased or reduced rate of interest and such change in interest rate shall take effect on the date stated in the notice. The Bank shall be entitled to increase or reduce the amount and/or the number of the instalments to take account of any such increase or reduction in the interest rate. The revised repayment schedule will be provided to you.

Fees & Charges

- 7.10 If you change the repayment terms, a fee will be charged at a specified amount per account.
- 7.11 If you request the Bank to vary any terms of the Loan or the number of instalment of the Loan and/or put the property on lease after drawdown of the Loan and such variation(s) is/are agreed by the Bank, a handling fee and an additional fee at such amount as the Bank shall from time to time determine will be levied and payable to the Bank.
- 7.12 For all fees and charges related to Mortgage loan, please refer to the Key Facts Statement.

8. Terms & conditions

- 8.1 The terms and conditions of a mortgage facility will be effective starting from the first drawdown date and continues to the end of the period stated in the letter of offer.

9. Repayment

Repayment by instalments

- 9.1 The letter of Offer stated the facility instalment and repayment date. The Bank will inform you the amount of the instalment and each instalment payment date. Any balance owing for the mortgage facility (after payment of all instalments) must be repaid on the final payment date.

Methods of instalment repayment

- 9.2 The letter of offer states the instalment repayment structure for the mortgage facility.
- 9.3 Any change in the interest rate will be effective on the date on which the change in the interest rate takes effect and in the event of such change, either the amount of instalment or the number of instalments may be varied by us by giving written notice to you and the variation shall be effective on the date specified in the notice.
- 9.4 For Step up repayment method, each year the instalment amount increases by the percentage you and the Bank agrees. This increase is applied in addition to any variation in the instalment amount as a result of a change in the interest rate. However, the Bank may at any time determine whether or not to increase the instalment amount.

Interest and Principal Statements

- 9.5 An Interest and Principal Statement will be issued annually.

When you must repay in full

- 9.6 All principal outstanding on the final instalment payment date will be repaid together with the amount of the final instalment and all other sums due and payable to the Bank.
- 9.7 Despite any other term of our letter of offer, the Bank may ask you to repay all or part of the balance owing for the account for the mortgage facility and all other amounts owing to the Bank in connection with the mortgage facility at any time. In such case, you must immediately pay the amount the Bank demands.
- 9.8 All fees and cost payable related to the final settlement of your mortgage facility (such as discharge fees and costs) must be paid before the Bank discharges any security.

10. Prepayment

10.1 All or part of the mortgage facility can be prepaid if:

- You must provide the Bank a written notice at least 5 days before the coming instalment due date. If a mortgage facility under a government housing scheme was granted to you, a written notice is required in accordance with the terms of the government housing scheme;
- you pay for all accrued but unpaid interest, fees and cost related to the mortgage facility when you repay (including any early redemption or repayment fees as set out in the letter of offer or tariff sheet and costs in related with the prepayment);
- you have a mortgage facility under a government housing scheme, you must follow all the requirements of the government authority in related to your prepayment of the mortgage facility and that any other requirements stated in the letter of offer is complied.

10.2 For Loan using Hibor interest rate, any prepayment in full or in part not falling on Interest Re-fixing Date, you are required to pay further interest charged at the interest rate payable on the Loan on the last Interest Re-fixing Date on the prepaid amount calculated from the prepayment date up to the next Interest Re-fixing Date immediately following the prepayment date.

10.3 A revised instalment schedule will be provided to you.

10.4 Fees and charges stated in the letter of offer will apply if you make any prepayment after the funds drawdown.

11. Review, cancellation, termination, suspension

In addition to the terms below, letter of offer set out our right to review the terms of your mortgage facility, when you and the Bank may end or suspend your use of any product and what you need to do if that happens (including immediate repayment of the balance owing for the account for the mortgage facility). They also set out our enforcement rights.

11.1 Without prejudice to terms of the First Legal Charge/Mortgage and any other rights and remedies available to the Bank thereunder or otherwise, the Bank has the right to and may take possession of and sell the Property if you make any default in the payment of any sums due to the Bank.

11.2 The Bank may appoint any person as our agent to collect any or all indebtedness owed by you to the Bank and you shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose occasion.

Our overriding right/right to set-off

11.3 The Bank has the overriding right to demand for an immediate repayment.

11.4 The Bank may, at any time and without notice, apply any credit balance in any currency or any of your accounts or sell your property, in or towards satisfaction of any in indebtedness owed by you to the Bank.

12. Mortgagor rights and obligation

12.1 Mortgagor has the same obligation as the borrower and is liable to the Bank.

12.2 It is the mortgagor's liabilities and obligations to make a repayment upon the Bank requests.

12.3 The Bank can notify the mortgagor if:

- (i) the Borrower fails to pay or repay the monies from time to time
- (ii) there shall be any breach of or omission by the Mortgagor and/or the Borrower to observe any of the agreements, covenants or obligations under the Mortgage/Legal Charge;

- (iii) the Mortgagor or the Borrower is subject to any proceedings in or analogous to insolvency, bankruptcy or liquidation;
- (iv) the Government or any competent authority shall re-enter or threaten to re-enter upon and take back possession of the Property;
- (v) Any other Event of Default as specified in the Mortgage/ Legal Charge.

12.4 A Mortgagor's liabilities under the Mortgage/ Legal Charge will be extinguished when they have been fully discharged.

13. Guarantor rights and obligation

13.1 Guarantor has the same obligation as the borrower and is liable to the Bank.

13.2 Guarantor can choose to guarantee limited amount or unlimited amount.

13.3 It is the guarantor's liabilities and obligations to make a repayment upon the Bank requests.

13.4 The Bank can notify the guarantor if:

- (i) the borrower fails to pay or repay the monies from time to time;
- (ii) any of the Guaranteed Liabilities becomes irrecoverable from the Borrower for whatever reason;
- (iii) the Bank considers it appropriate to do so in order to protect or preserve its rights, powers and remedies under the Guarantee.

13.5 A guarantor's liabilities under the Guarantee will be extinguished when they have been fully discharged.

14. Discharge of mortgage loan

When the Bank received your request for discharge of a mortgage, the Bank will release title deeds and any relevant documents (other than the mortgage itself) to the solicitor representing you against the solicitor's undertaking to return the documents on demand as appropriate. This process should normally be completed within 21 days, otherwise the Bank will inform you of the extra time needed.

C. (i) Mortgage-Link Account

15. Mortgage-Link loan scheme

Hong Kong Dollar ("HKD") Mortgage-Link loan scheme: you may designate up to two HKD savings accounts as the designated account(s), one of which shall be the HKD Savings Account designated as the direct debit account for repayment of the Mortgage Loan.

Renminbi/Hong Kong Dollar ("RMB/HKD") Mortgage-Link loan scheme: you may only designate one HKD Savings Account and one RMB Savings Account as the designated accounts, of which the HKD Savings Account shall be the account designated as the direct debit account for repayment of the Mortgage Loan.

16. Interest, fees and charges

16.1 The preferential saving interest rate will be credited to designated account within a specified date or period according to the agreement between the Bank and you.

- 16.2 The Bank shall have the absolute discretion to adjust the respective percentage of the outstanding principal of the mortgage loan under the Available Threshold with 30 days prior notice. Available Threshold is the total deposit amount applicable for the preferential savings interest rate and is limited to a maximum of 50% of the outstanding mortgage loan principal.
- 16.3 The Bank shall have the absolute discretion to raise or reduce the preferential savings interest rate applicable under the RMB/HKD or HKD Mortgage-Link scheme. A written notice will be provided to you 30 days in advance.
- 16.4 In any of the following event, preferential savings interest rate shall cease to be applicable to the credit balance of the designated Savings Accounts:
- (i) for credit balance exceeding the Available Threshold;
 - (ii) where the customer defaults in the payment of any sums due to the Bank under the mortgage loan, during the period of default;
 - (iii) the designation by the customer of the designated Savings Account is terminated or revoked; or
 - (iv) the mortgage loan is fully repaid.

C. (ii) “Home-For-Home” Bridging Loan Plan

17. Features

- 17.1 The maximum loan tenor of the Bridging Loan is up to 6-month or else expires on the completion day of sale of the existing property (whichever is earlier).
- 17.2 The maximum loan amount is subject to the guidelines issued by the Hong Kong Monetary Authority and the Bank’s final approval.
- 17.3 The mortgage loan of the new property relevant to the Bridging Loan must be provided by and utilised in the Bank. The mortgage of the new property shall be an All Moneys Mortgage.
- 17.4 If you fail to sell the existing property during the Loan Tenor, the Bank has the right to adjust the loan-to-value ratio, loan amount, interest rate of the mortgage loan in respect of the new property and demand for repayment of the relevant loan in full or in partial.
- 17.5 The Bridging Loan only applies to residential properties and mortgage application submitted by personal customers and is not applicable to Home Ownership Scheme, Tenants Purchase Scheme, Mortgage Insurance Programme, industrial and commercial properties, carpark mortgage and any mortgage scheme with any further/second charge.
- 17.6 If your property is subject to an existing legal charge, it is your duty to consult the mortgagee bank and ascertain the terms of the existing legal charge.

18. Interest, fees and charges

- 18.1 Interest shall be repaid monthly during the Loan Tenor and the principal shall be repaid in full upon the expiry of the Bridging Loan Tenor by the customer.

C. (iii) Mortgage Insurance Programme “MIP”

If the letter of offer stated that mortgage insurance is required for the mortgage facility then this clause will apply.

Mortgage insurance provides protection when the Bank suffers the loss related with your mortgage facility under certain circumstances.

Application

19.1 The Bank applies and obtains mortgage insurance in related to your mortgage facility appointed by the Bank (HKMC Insurance Limited (“HKMCI”) or QBE General Insurance (Hong Kong) Limited).

- The mortgage insurance is to protect the interest & benefit of the Bank. The bank is insured and is the only beneficiary under the mortgage insurance.
- Any amount outstanding under the mortgage insurance is legally responsible by you. You are not benefit from the mortgage insurance or entitled to the proceeds of any claim.
- The right to, and calculation of, any potential refund from the insurer is governed by the MIP terms;

Premium you must pay

19.2 When the insurer requests you to pay any amounts in related with the mortgage insurance. It must be paid and completed within the time the Bank specified.

19.3 Before the loan drawdown, you may be asked to pay the insurance premium amount as a lump sum or as an annual instalment.

19.4 Before the loan drawdown, instead of collecting the premium amount from you as a lump sum, the Bank may apply part of the loan towards payment of the premium amount. This amount must be paid in the same manner as the rest of the loan under mortgage facility or in any other manner the Bank defines.

19.5 All costs which incur in related with the mortgage insurance must be reimbursed to the Bank (including the cost for application and claim).

19.6 If any dispute relating to the mortgage insurance or any refund, it is the matter between you and the insurer. The Bank shall not be liable.

Cancellation of Mortgage Insurance

19.7 Refund of a portion of the insurance premium is available only if the insurance premium has been paid in full by way of a single payment and all the following conditions are satisfied:

- no claim has been paid or is to be paid in respect of the Mortgage Insurance Cover;
- the Loan has not been delinquent for 60 days or more from the instalment due date and there has not been any material breach by the Obligors or any of them of the terms of this Facility Letter or the First Legal Charge/Mortgage and no Notice of Default has been given by the Bank to insurer during the period of 12 months immediately preceding the cancellation of the Mortgage Insurance Cover;
- cancellation of the Mortgage Insurance Cover is caused solely by prepayment of the Loan in full;
- receipt by the Bank of the premium refund from the insurer; and
- application for the refund is made within 3 months from the date of repayment.

19.8 No refund of the insurance premium will be made if the Mortgage Insurance Cover is cancelled due to any of the following termination events:

- the outstanding principal balance of the Loan falls to or 60% or less of the Value of the Property; or
- there is any material breach of the terms of the Mortgage Insurance Cover; or
- the insurer has paid a claim to the Bank in respect of the Loan in accordance with the terms of the Mortgage Insurance Cover; or
- repayment of the loan is due to restructuring or refinancing of the loan by the Bank.
- final decision on refund is subject to the insurer.

Termination

19.9 The Mortgage Insurance Cover will automatically terminate when one of the following events happens:

- (i) the Loan is repaid in full; or
- (ii) the outstanding principal balance of the Loan falls to or below 60% of the Value of the Property.

D. Property Overdrafts

This Part D applies to all mortgage facilities that are provided by way of overdraft.

20. Using your property overdrafts

Purpose

20.1 Funds will be provided to you through the designated account and it must be the account type the Bank specifies in the letter of offer.

21. Interest, fees and charges

Interest

21.1 Interest on the property overdraft facility will be charged and will accrue on a day-to-day basis at the rate as stated in the letter of offer. Such interest shall be calculated on the basis of the actual number of days (i.e. 365/366 day a year).

21.2 An overlimit interest rate will apply on the amount in excess.

21.3 The overlimit interest is accrued daily in compound interest.

21.4 The interest on the property overdraft facility and any outstanding default interest shall be debited from your account on the 21st day of each calendar month or at such times the Bank may determine in accordance with our usual practice.

21.5 For more information, please refer to the Key Facts Statement.

Fees

21.6 You will be charged a monthly fee which is calculated at a rate over the overdraft limit stated in the letter of offer. For more information, please refer to the Key Facts Statement.

Credit interest

21.7 In an account for a property overdraft, no interest will be paid on any credit balance.

22. Our overriding right

The property overdraft will be repayable on demand.

23. Right of set-off

23.1 The Bank may, at any time and without notice, apply any credit balance in any currency on any of your accounts or sell your property, in or towards satisfaction of any indebtedness owed by you to the Bank.

24. Cancellation

If you cancel the property overdraft facility within the 1st year, a cancellation fee will be charged which is calculated at a specified percentage on overdraft limit stated in the letter of offer if applicable. For more information, please refer to the Key Facts Statement.

E. Additional Features

25. Fire insurance

- 25.1 The Bank requires the Property (from Legal charge date) to be insured against risks of Fire with full extra perils, Earthquake (Fire, Shock & Flood), Landslip and Subsidence Endorsement, Explosion, Typhoon, Windstorm and Flood with an insurance company.
- 25.2 You may adopt the master fire insurance policy of the property. No fees will be charged if you choose the master fire insurance policy option.
- 25.3 Other than employing insurer on our approved list, you may choose to employ insurer that is not on our approved list, however any extra cost and fees charged may apply. To obtain the approved list, please contact our Mortgage consultant.
- 25.4 You have the responsibility to ensure the property has a fire insurance at all time, otherwise the Bank has the right to review the terms of your mortgage loan.

Choice of sum insured

- 25.5 You have the right to choose whether the sum insured is based on the original loan value, the current loan value, property reinstating cost or if you need to select other sum insured, you have to propose to the Bank, which the amount shall be mutually agreed by both parties.
- 25.6 If the insured amount is based on the current loan value or property reinstating cost or other sum insured (mutually agreed by you and the Bank), extra costs (for example, additional assessment and administration fee will be charged annually) will be involved.

26. Solicitor firms

- 26.1 You have to pay for the legal expense of solicitors who represent yourself or the Bank to prepare mortgages on properties (including preparation of securities and other documents and a title investigation). It must be paid whether or not the mortgage facility is offered to you.
- 26.2 You may employ solicitor on our approved list to represent yourself and the Bank.
- 26.3 You have the right to employ separate solicitor for yourself, thus extra costs may apply.
- 26.4 You have the right to employ solicitor not on the approved list of the Bank
- (i) To represent yourself and;
 - (ii) If the Bank allows representing both yourself and the Bank, however extra costs may apply.
- Extra fees that may be charged by the solicitor including the costs for the additional work for solicitor in reviewing the other solicitor's documentation under scenario (i).
- 26.5 You may be required to have a separate legal representation or to employ only solicitors on the approved list to represent the Bank, thus extra cost may apply.

F. Glossary

default interest means the interest calculated which applies to amounts owing under the *mortgage facility*, the rate which used to calculating the interest should be stated in the *letter of offer*.

government housing scheme means assistance (e.g. implementing schemes) by government authority or agency in related to the purchase of a *property*.

HIBOR means the Hong Kong InterBank Offered Rate for the interest period of 1 month for Hong Kong Dollars quoted by Hang Seng Bank Limited at or about 11:00 a.m. (Hong Kong time) on the Loan drawdown date or Interest Re-fixing Date.

Interest Re-fixing Date means Hibor re-fixing on the date falling 1 month from the specified day of the month immediately following the Loan drawdown date and on the corresponding day of each and every 1 month's period thereafter.

loan means the outstanding principal amount of all drawdowns under a *mortgage facility*.

mortgage facility means each mortgage loan or *property overdraft* the Bank makes available to you under these terms as stated in our *letter of offer*.

mortgage insurance programme means insurance that provides protection when the Bank suffers the loss related with your mortgage facility under certain circumstances.

Prime Rate means the Hong Kong Dollar Prime Lending Rate from time to time quoted by Hang Seng Bank Limited.

premium amount means the amount of the premium you need to pay for a *mortgage facility* with *mortgage insurance* before the *mortgage facility* can be used, as stated in the *letter of offer*.

property means the property the subject of the security for your *mortgage facility*.

property overdraft means each facility the Bank makes available to you by way of overdraft as described in Part D.

甲. 申請 — 一般資料

1. 關於按揭服務

請到恒生銀行（「本行」）的分行、按揭中心以及網站索取有關按揭貸款詳情。你亦可聯絡本行商討適合你個人理財需要的按揭服務，及了解相關按揭貸款的詳情及條款。

請填寫申請表並提供所需文件及本行所需的資料作進一步申請。

2. 貸款條件信

當申請獲批核後，本行將發出貸款條件信給你。

3. 提取貸款的條件

提取貸款前，你必須：

- 遵守本行的貸款條件信；
- 除本行貸款條件信中列明外，支付所有與按揭服務有關的所有費用；
- 委任律師準備物業的按揭文件；
- 為物業購買火險；
- 按本行要求的形式及內容提供所須文件，以確保抵押為有效；及
- 按本行合理要求下提供其他文件或資料。

如有關文件非正本，必須以本行要求的方式證明該文件屬真實無誤。

3.1. 如發現任何有關你、抵押品提供者或物業的查詢或其他調查結果與本行要求的形式或內容不符，本行將不會為你提供任何資金或按揭貸款。

4. 按揭還款戶口

請指定你於本行開立的戶口以扣除本文中提及應付之所有款項，並作為你履行對本行有關貸款之義務。

5. 更改貸款條件

如你需要更改貸款條款，請聯絡本行以商討可行方案。若本行同意，則必須就本行要求的條款進行（包括支付有關費用）。

乙. 按揭貸款 — 一般事項

乙部所載條款適用於貸款條件信中列明於貸款期內之各項按揭貸款服務，但並不適用於物業抵押透支服務。如選用Mortgage-Link按揭戶口、「好預算換樓計劃」或按揭保險計劃，請分別參閱丙(i)、丙(ii)及丙(iii)部所載列之額外條款。

若按揭服務為物業抵押透支，則適用於丁部載列之條款。

若你需投保火險或指定律師樓，則適用於戊部載列之額外條款。

6. 資金

本行如何提供資金

6.1. 除非本行另行要求，否則本行會以你的指示提供資金。

提取貸款日期

6.2. 如貸款條件信列明提取貸款日期，所有貸款必須在提取貸款日期或之前提取。

7. 利息、費用及收費

利息

- 7.1. 你必須按貸款條件信所載之利率每月（或按本行貸款條件信所載其他方式）就貸款支付利息。
- 7.2. 若按揭貸款涉及政府房屋計劃，有關利率須參照政府房屋計劃之條款釐定。
- 7.3. 貸款之利息將根據貸款條件信所訂明之利率逐日累積計算，此項利息將按實際用款日數並以每年365/366日為基準計算。
- 7.4. 利息須於貸款條件信所訂明之日期前支付。
- 7.5. 定息按揭計劃利率於定息期內保持不變。
- 7.6. 定息按揭計劃利率於定息期後將根據貸款條件信所訂明之利率計算。
- 7.7. 如最優惠利率有任何變動，將由最優惠利率變動當日起生效；而本行可書面通知將固定利率期間後之分期付款額或分期付款次數予以調整。調整由通知書內註明之日期起生效。
- 7.8. 香港銀行同業拆息將於提取貸款當日釐定，並可於緊隨提取貸款當日之下一個月指定日期後第一個月重訂，並可於緊隨提取貸款當日後每一個月之同一日重訂。
- 7.9. 本行可酌情提高或減低貸款之利率，並可以書面通知你已提高或減低之息率而該變動將於通知書內列明之日期開始生效。本行有權增加或減少分期付款額及/或分期付款次數以配合所有利率之增減。已修訂之還款明細表亦將會寄給你。

費用及收費

- 7.10. 如須更改貸款條款，將按每個受影響戶口收費。
- 7.11. 如你於提取貸款後，要求更改分期付款期數及/或你更改物業用途並獲本行同意接納，你就此支付手續費。本行有權不時修訂有關手續費。
- 7.12. 所有按揭服務之手續費及費用詳情，請參閱按揭貸款產品資料概要。

8. 條款及細則

8.1. 有關條款及細則之有效期由貸款提取日開始，直至貸款條件信所列之最終還款期終結。

9. 分期還款

還款

9.1. 貸款條件信將列明你的供款金額及還款期。任何按揭服務的欠款結餘（在繳付全部供款後）須於最終還款期前償還。

分期還款的方式

9.2. 貸款條件信內列明按揭服務的分期還款結構。

9.3. 如利率有任何變動，將由利率變動當日起生效。本行可將每月分期付款額或每月分期付款次數予以調整並向你發出書面通知，而有關調整會於通知書內列明之日期起生效。已修訂的還款明細表將會寄給你。

9.4. 若使用「漸進」還款計劃，供款金額將每年按你與本行議定的比例增加，該增加額將連同利率變動的供款金額調整，唯本行可酌情更改有關供款金額。

還款明細表

9.5. 還款明細表將每年發出。

你必須全數償還的情況

9.6. 於最後一期供款日尚未清還的本金，須連同最後一期的供款額及其他一切到期並須予支付本行的金額，於最後一期供款日一併償還。

9.7. 即使貸款條件信中訂有任何其他期限，本行亦可隨時要求你償還按揭服務戶口中的全部或部分欠款結餘，及就按揭服務欠付本行的所有其他款項。你必須按本行發出的要求立即支付有關款項。

9.8. 你必須先支付與悉數清償你按揭服務相關的所有應付費用及收費（如注銷按揭契費用及收費），以利本行解除任何抵押。

10. 提前還款

10.1. 下述情況下可提前償還全部或部分按揭貸款：

- 你須不少於下一期到期日五天前向本行發出書面通知。若按揭服務是根據政府房屋計劃向你提供的，你必須根據政府房屋計劃條款發出書面通知；
- 於提前還款時，你亦須就按揭服務支付所有應計而未付的利息、費用及收費（包括貸款條件信或收費表中列明的任何有關提前清還的手續費）；
- 若你的按揭服務是根據政府房屋計劃所提供，你須符合政府機構就提前償還按揭服務提出的所有要求及符合貸款條件信中列明的任何其他要求。

10.2. 如貸款選用香港銀行同業拆息，於非利息重訂日作提前償還全數或部份貸款時，你需支付從提前還款當日起計算至緊隨提前還款當日之下一個利息重訂日止，根據上一個利息重訂日而訂定之貸款利率，按照提前償還金額計算之額外利息。

10.3. 已修訂的還款明細表將會寄給你

10.4. 如在提取貸款後提前償還貸款，須徵收貸款條件信中列明的相關費用。

11. 檢討、取消、終止、暫停

除以下條款外，本行的貸款條件信亦載列本行對你的按揭服務條款重檢權利，你及本行可終止或暫停使用有關按揭服務，以及你在有關情況下需採取的行動（包括立即繳付按揭貸款戶口欠款結餘）。其中亦載列本行的強制執行權。

- 11.1 在不損害第一法定押記/按揭及本行根據該等文據或其他文件而享有之任何其他權利或補救方法之條款下，倘你拖欠應付予本行之任何款項，則本行有權擁有、接管及出售上述物業。
- 11.2 本行可委任任何人士或代理人，向你收取欠負本行之任何或所有債項，你須負責本行就此每次產生之一切合理費用及開支。

應要求還款/賬戶調動之權利

- 11.3 貸款受本行之慣常凌駕權利所規限，並須應要求償付。
- 11.4 本行可不予另行通知，將你賬戶內任何幣值之結存撥作支付你不論屬何種身份欠負本行之任何債項。

12. 押記人權利及義務

- 12.1. 押記人與借款人須就有關按揭/法定押記下同樣對銀行負上責任。
- 12.2. 押記人有責任按銀行要求償還供款。
- 12.3. 本行可就下列情況要求押記人兌現作為押記人之責任：
- (i) 借款人未能於到期或按銀行要求時償付其不時虧欠本行之債務或其任何部份；
 - (ii) 押記人及/或借款人違反或不遵守按揭/法定押記下任何約定、契諾或義務；
 - (iii) 押記人/借款人正受制於任何無償債能力、破產、清盤或類似之程序；
 - (iv) 政府或任何主管當局重收或威脅要重收全部或部份物業，或取回全部或部份物業的管有權；
 - (v) 任何其他按揭/法定押記內指定的違責事項。
- 12.4. 如押記人全部履行其於按揭/法定押記下之法律責任，其責任即獲解除。

13. 擔保人權利及義務

- 13.1. 擔保人與借款人須就有關按揭/法定押記下同樣對銀行負上責任。
- 13.2. 擔保人可選擇該擔保的金額是設定或不設定上限。
- 13.3. 擔保人有責任按銀行要求償還供款。
- 13.4. 本行可就下列情況要求押記人兌現作為擔保人之責任：
- (i) 借款人未能於到期或按銀行要求時償付其不時虧欠本行之債務或其任何部份；
 - (ii) 借款人之任何擔保債務因任何理由而變得無法追討；
 - (iii) 本行於認為恰當時作出兌現要求，以保障或保留其於擔保契約下之權利、權力或補償。
- 13.5. 如擔保人全部履行其於按揭/法定押記下之法律責任，其責任即獲解除。

14. 你的取消權

本行收妥有關你取消按揭通知後，將盡快安排發放業權契據及有關文件予客戶的代表律師，有關律師須保證在本行要求時退還所有文件。有關手續一般於21日內完成，如須延期，本行將另行通知。

丙. (i) Mortgage-Link 按揭戶口

15. Mortgage-Link 按揭戶口

根據「港幣 Mortgage-Link 按揭戶口」貸款計劃提供之按揭貸款，你最多可以指定兩個港幣儲蓄戶口作為指定戶口，其中一個須指定作為償還有關按揭貸款之自動支賬戶口。

根據「雙幣 Mortgage-Link 按揭戶口」貸款計劃提供之按揭貸款，你只可以指定一個港幣儲蓄戶口及一個人民幣儲蓄戶口作為指定戶口，其中港幣儲蓄戶口須指定作為償還有關按揭貸款之自動支賬戶口。

16. 利息、費用及收費

16.1. 特惠利息將於本行決定或本行與你協定之日期或期限撥入指定戶口。

16.2. 本行有絕對酌情權可不時調整獲享特惠儲蓄息率之存款限額的比例，並於有關調整生效前 30 天發出通知。存款限額的比例指獲享特惠儲蓄息率之存款限額為按揭貸款結欠之 50%。

16.3. 本行有絕對酌情權可不時決定提高或減少「雙幣 Mortgage-Link」或「港幣 Mortgage-Link」按揭戶口之特惠儲蓄息率。有關調整將於生效前 30 天發出書面通知。

16.4. 客戶在下列任何一種情況下，其指定綜合戶口內之港幣儲蓄戶口及人民幣儲蓄戶口將不再獲享特惠儲蓄息率：

- (i) 儲蓄超逾相應存款限額；
- (ii) 逾期還款期間；
- (iii) 並非以享有特惠儲蓄息率之綜合戶口內之港幣儲蓄戶口作為按揭供款戶口；
- (iv) 全數還清按揭貸款。

丙. (ii) 「好預算」換樓計劃（「換樓計劃」）

17. 特點

17.1. 換樓計劃之貸款期最長為 6 個月或截至現有物業之成交日〔以較前者為準〕。

17.2. 換樓計劃之最高貸款額按香港金融管理局最新規定的物業按揭成數/貸款金額上限計算及以本行最終批核為準。

17.3. 客戶須於恒生提取經換樓計劃購置新物業之按揭貸款，而新購置物業之按揭契類別須為「所有款項按揭契」。

17.4. 若客戶未能於貸款期內完成出售現有物業，本行有權重新釐訂新物業的按揭成數、貸款金額及/或貸款利率，並要求客戶即時清還有關貸款或其任何部份。

17.5. 換樓計劃只適用於住宅物業及以個人名義申請之按揭計劃及不適用於「居者有其屋」、「租者置其屋計劃」、「按揭保險計劃」、工商用物業、車位按揭及附有任何形式二按之按揭計劃。

17.6. 若客戶之物業現時承按於其他銀行（「承按人」），客戶有責任諮詢承按人及查明其按揭條款。如有需要，客戶須就換樓計劃的物業收益轉讓協議取得承按人的同意。

18. 利息、費用及收費

18.1. 客戶須於貸款期內每月償還利息，並於還款期完結當日清還換樓計劃之本金。

丙. (iii) 按揭保險計劃 (“MIP”)

本部所載列條款適用於貸款條件信中訂明須參與按揭保險計劃的按揭貸款。

按揭保險將保障本行避免在特定的情況下因你的按揭而遭受損失。

申請

19.1 本行就你的按揭申請及投保本行指定的按揭保險（由香港按證保險有限公司（「按證保險公司」）或昆士蘭保險（香港）有限公司提供）。

- 按揭保險是用以保障本行的權益及利益，本行必須受該保險保障並為其唯一受益人。
- 你須為所有按揭保險須支付的金額負上法律責任，唯你沒有從按揭保險中得益的權利。
- MIP條款管制所有保險公司退款權利及其計算。

保費

19.2 你須於本行指定時間內向保險公司繳付全數金額，有關指定時間或於承保人要求到期日之前。

19.3 於貸款提取日前，你須支付相等於保險費全數或年度保險費之首次期款的保費。

19.4 於貸款提取日前，除你支付保險費全數，本行亦可以部分貸款繳付保險費全數。有關金額必須與其按揭貸款餘額以相同方法支取。

19.5 你須支付有關申請按揭保險的所有收費（包括申請及索償費用）。

19.6 如你與保險公司就按揭保險或其退款存在爭議，本行恕不負責。

取消按揭保險

19.7 有關退還部份保險費祇根據保險費已經一次過全數支付及必須符合下列各項條件：

- 該按揭保險從未或不會行將需要支付任何索償；
- 貸款之供款從未自到期供款日起逾期 60 天或以上支付，而各義務人或其中任何一人並無嚴重違反本函件或第一法定押記/按揭之條款，而且在取消按揭保險之前 12 個月內本行並無發出違約通知予保險公司；
- 取消按揭保險是完全由提前償還全部貸款所引致；
- 本行自保險公司收到退還之保險費；以及
- 你於付清貸款之日起 3 個月內提出申請退款。

19.8 如按揭保險乃因以下任何終止事件而取銷，則不能獲得退款：

- 貸款之未償本金餘額降至物業價值之 60% 或以下；或
- 有任何嚴重違反按揭保險條款；或
- 保險公司曾根據按揭保險之條款向本行支付貸款之索償；或
- 付清貸款乃因本行對貸款作重整或再融資。
- 有關退款以保險公司最終批核為準。

終止

19.9 如發生下列任何事項，按揭保險將立即自動終止：

- (i) 貸款已全數清償；或
- (ii) 貸款之未償本金餘額降至物業價值之 60% 或以下。

丁. 物業抵押透支便利

丁部適用於所有以物業抵押的透支便利。

20. 使用透支便利

特點

20.1 有關貸款將存入你的指定戶口，其戶口類別須與貸款條件信中所列的相符。

21. 利息、費用及收費

利息

21.1 物業透支便利之利息將根據貸款條件信所訂明之利率逐日累積計算，此項利息將按實際用款日數並以每年365/366日為基準計算。

21.2 你須為該透支便利之結欠超越經批准之貸款額，支付過額利息。

21.3 過額利息將根據貸款條件信所訂明之利率逐日累積計算。

21.4 逾期還款利息將於每月21日或按本行日常處理從你的戶口扣取。

21.5 詳情請參閱按揭貸款產品資料概要。

費用

21.6 月費將根據貸款條件信所訂明之利率支取，詳情請參閱按揭貸款產品資料概要。

存款利息

21.7 透支便利戶口的任何正數結餘並無存款利息。

22. 要求還款

透支便利受本行之慣常凌駕權利所規限，並須應要求償付。

23. 賬戶調動之權利

23.1 本行可不予另行通知，將你賬戶內任何幣值之結存撥作支付你不論屬何種身份欠負本行之任何債項。

24. 取消

24.1 如你於戶口開立後第一年取消透支便利，你須按貸款條件信所訂明之利率支付取消手續費。詳情請參閱按揭貸款產品資料概要。

戊. 其他特點

25. 火險

- 25.1. 本行要求你〔於法定押記日期起〕向保險公司為有關物業投購保險。保障範圍需包括火災〔包括附加額外特定風險〕、地震〔火警、震動及洪水〕、山泥傾瀉與地陷、爆炸、颱風、暴風及洪水。
- 25.2. 你可採用以有關物業屋苑的總火險單 (master policy) 形式投保的火險，是項選擇不需額外收費。
- 25.3. 除選用本行認可的保險公司，你亦可選擇其他保險公司，但有可能須額外收費。就本行認可的保險公司名單詳情請與本行職員聯絡。
- 25.4. 在任何時候，你有責任確保物業擁有符合本行要求的火險保單，否則本行有權重檢你的按揭貸款條款。

保額選擇

- 25.5. 你有權選擇按原貸款額、當時貸款結欠餘額或物業重置費用投購保險。如選擇其他保額，你可與本行商討，而該金額須為雙方同意。
- 25.6. 如保額是按當時貸款結欠餘額或物業重置費用計算或其他保額（須為你及本行雙方同意），有可能須額外收費〔如：每年收取額外之評估費用及手續費〕。

26. 律師樓

- 26.1. 無論本行是否向你提供按揭服務，你必須就準備物業按揭支付本行法律費用，包括處理物業按揭及其他文件以及擁有權調查。
- 26.2. 你可選用同一位本行認可之律師同時代表你及本行。
- 26.3. 你有權選用另一位本行認可之律師代表你，唯有可能須額外收費。
- 26.4. 你有權選用非本行認可之律師
- (i) 代表你及；
 - (ii) 如得到本行批准同時代表你及本行，唯有可能須額外收費。
- 該律師可能收取的額外收費，包括：就處理情況 (i) 時該律師樓重檢另一律師行的文件所須的額外費用
- 26.5. 你或需要選用另一法律代表或選用一位本行認可之律師代表本行，唯有可能須額外收費。

己. 詞匯表

逾期還款利息是指按揭服務下所有到期未付之款項的利息，按照貸款條件信中訂明的利率計算。

政府房屋計劃是指任何政府部門或機構為購買物業提供援助的計劃。

香港銀行同業拆息是指按提取貸款當日或利息重訂日於上午約11時（香港時間）本行報價之1個月港元同業拆息。

利息重訂日是指提取貸款當日後每月就本行一個月香港銀行同業拆息重訂的同一個曆日。

貸款是指按揭服務下所有已提取但未償還的本金金額。

按揭服務是指貸款條件信中所訂明的為你提供的各種按揭貸款或按揭透支。

按揭保險計劃是指將保障本行避免因你的按揭服務而受損失的保險。

最優惠利率是指為本行不時公佈之港元最優惠貸款利率。

保費金額是指貸款條件信中所訂明你於使用按揭服務之前須支付的保費金額。

物業是指你用作為按揭服務抵押的物業。

物業透支便利是指丁部分中提及所有以物業抵押的透支便利。