

# Guide to Specific Terms & Conditions

*(updated as of 18 January 2007)*

## **Personal Financial Services**

These Specific Terms and Conditions are applicable to personal accounts and services.

Please note that the terms and conditions contained herein should be read together with the Generic Terms and Conditions ("GTC") of the Bank.

Please take the time to read them as they are binding on you.

These Generic and Specific Terms and Conditions are available in booklet form and on HSBC's website at [www.hsbc.com.my](http://www.hsbc.com.my).

Please do not hesitate to contact your nearest HSBC branch if you require any clarification.

Thank you for banking with HSBC.

# Specific Terms and Conditions

## POWERVANTAGE

- a ▶ The Cheque Protection facility (by way of a cheque issuance of up to RM200), where granted, is an overnight excess allowed by the Bank and must be regularised by the end of the next working day. The overnight excess is subject to the Bank's customary overriding right of repayment on demand with the right to withdraw the facility without notice, in the event of unsatisfactory conduct of account including but not limited to cheque returns or failure to regularise excesses as required above and the Customer accordingly holds the Bank free from all liability and agrees to indemnify the Bank against any claims, cost, loss and expenses arising in relation to such withdrawal. In the event the facility is withdrawn, all outstandings if any, will be charged at the Bank's prevailing unauthorised overdraft rate.
- b ▶ A consolidated statement of account shall be issued containing information relating to account (s) held in the Customer's name at the Bank or third party products/services/investments marketed by the Bank and sent in hard copy form to the Customer.
- c ▶ Premature partial upliftment of PowerVantage FlexiTime Deposit is allowed subject to payment of penalty interest on the uplifted amount.
- d ▶ Current Account terms and conditions shall also apply.

## POWERVANTAGE E-CHEQUEING

- a ▶ A consolidated statement of account containing information relating to account(s) held in the Customer's name at the Bank or third party products/services/investments marketed by the Bank shall be made available in e-statement form.
- b ▶ To gain access to e-statements, the Customer must be a registered internet banking user. Customers without Internet Banking access or whose internet banking access has become dormant after being inactive for more than one year or who did not activate the internet banking service within one month after the Bank's advice, will be sent hard copy statements for a monthly fee of RM5 (or such other amount as allowed to be imposed by the Bank from time to time).
- c ▶ Premature partial upliftment of PowerVantage FlexiTime Deposit is allowed subject to payment of penalty interest on the uplifted amount.
- d ▶ Current Account terms and conditions shall also apply.

## POWERVANTAGE WITH EASIGROW (optional for link with the PowerVantage Account)

- a ▶ PowerVantage Account ("linked PVA") Customers may open a PowerVantage with EasiGrow Account ("PVE") and select a tenure of either three (3), five (5) or ten (10) years ("Selected Tenure") with a monthly Standing Instruction authorising the Bank to transfer a fixed sum (subject to a minimum of RM250) from the linked PVA to the PVE on a particular date of each calendar month ("SI Date")
- b ▶ The interest rate for the PVE is as stipulated in the Bank's Interest Rates listing which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my) The interest will be calculated on a daily basis and will be credited to the PVE monthly.
- c ▶ The interest rate is subject to change from time to time at the Bank's discretion.
- d ▶ No ATM card, chequeing facilities and Short Message Service will be provided for the PVE.
- e ▶ Customer is entitled to set up only one (1) recurring Standing Instruction throughout the Selected Tenure of the PVE to effect the transfer of a fixed sum in accordance with Clause (a) above. No variation and/or amendment in respect to the sum, mode of payment and Selected Tenure are permitted.

Overdraft facility (if any) granted to the linked PVA will not be used to effect the Standing Instruction.

- f ▶ In addition to the Standing Instruction referred to in Clause (e) above, Customer is at liberty to directly transfer or deposit any additional sum into the PVE anytime during the Selected Tenure.

- g ▶ In regards to the Standing Instruction referred to in Clause (a) above, the Bank may at its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to the Standing Instruction referred to in Clause (a) above or any other order or cheque drawn on the linked PVA or instructions (whether written or otherwise) which the Customer have heretofore or may hereafter give to the Bank.
- h ▶ The Bank will effect the Standing Instruction from the linked PVA to the PVE on the stipulated SI Date. In the event the Bank is unable to effect the Standing Instruction on the SI Date due to insufficient funds in the linked PVA, there will be no contribution to the PVE for that month.
- i ▶ In the event the Bank is unable to effect the Standing Instruction in accordance with Clause (a) above for three (3) consecutive months, the PVE will be closed on the day prior to the next SI Date unless Customer has funded the PVE with the amount of the Standing Instruction prior to closure. Upon closure of the PVE, the balance in the PVE less any fee will be transferred to the linked PVA.
- j ▶ Customer is entitled to make only one (1) withdrawal per calendar month up to 10% of the total balance in the PVE or such other sum as may be notified by the Bank from time to time ("said Limit"). Such withdrawal can only be effected from the linked PVA. In order to effect such a withdrawal from the linked PVA, Customer must first transfer the requisite sum from the PVE to the linked PVA. Withdrawals from the linked PVA will be subject to the terms and conditions applicable to a PVA. Balances in the PVE are not available balances for payment of cheques issued under the linked PVA.

In the event Customer wishes to withdraw a sum in excess of the said Limit or makes more than one (1) withdrawal per month from the PVE, the PVE will be closed and the balance less any fee will be transferred to the linked PVA.

- k ▶ Where the PVE is prematurely closed due to any of the following events prior to the expiration of the Selected Tenure, a Premature Account Closure Fee as stipulated in the Bank's Tariff of Charges (which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my)) will be imposed:
  - (i) The Bank is unable to effect Customer's Standing Instruction in accordance with Clauses (a) and (e) above; or
  - (ii) Customer makes more than one (1) withdrawal per calendar month; or
  - (iii) Customer makes one (1) withdrawal per calendar month but such withdrawal is in excess of 10% of the total balance of the PVE; or
  - (iv) Customer fails to set up a Standing Instruction within three (3) months from the date of opening of the PVE.

The Premature Account Closure Fee will be deducted from the PVE prior to closure of the PVE. In the event that there is insufficient fund in the PVE, Customer authorises the Bank to deduct the premature account closure fee from the linked PVA or any other credit balance held with the Bank.

- l ▶ Customer has the option to personalise the PVE with a name up to twenty eight (28) characters via Personal Internet Banking only. The personalised name of the PVE will only appear on Personal Internet Banking for Customer's ease of reference and convenience only and is not intended to constitute the PVE as a trust account. The Bank is not liable to Customer to monitor the PVE and /or if the PVE is not used for its intended purpose as reflected in the name of the account and Customer holds the Bank harmless from any claim and shall indemnify the Bank for any losses and damages arising from any such claim.
- m ▶ Upon maturity of the Selected Tenure, the PVE will be automatically closed the balance in the PVE less any fee will be automatically transferred to the linked PVA.

#### TOPRATE STATEMENT SAVINGS

- a ▶ Account statements shall be sent on a quarterly basis.
- b ▶ Interest accruing shall be calculated on a daily basis, on the balance at the end of each day at a rate to be determined by the Bank from time to time. Interest earned (to the nearest sen) will be credited to the account in June and December of each calendar year. Interest is paid on accounts closed during an interest period up to the last completed day.

## TOPRATE PASSBOOK SAVINGS/ JUNIOR TOPRATE SAVINGS

- a ▶ All terms and conditions appearing in the respective passbooks shall form part of these Specific Terms and Conditions.
- b ▶ Interest accruing shall be calculated on a daily basis, on the balance at the end of each day at a rate to be determined by the Bank from time to time. Interest earned (to the nearest sen) will be credited to the account in June and December of each calendar year. Interest is paid on accounts closed during an interest period up to the last completed day.
- c ▶ For Junior TopRate Savings, the minimum interest as prescribed by Bank Negara Malaysia (BNM) shall apply and there is a limit of 1 withdrawal per month only.
- d ▶ For Junior TopRate Savings, Customer(s) agrees to attend in person with the beneficiary at the Bank to convert the Junior TopRate Savings Account to TopRate Statement / TopRate Passbook (whichever is applicable) Savings Account upon the beneficiary attaining the age of 18, failing which the Customer(s) authorises the Bank to convert the same into TopRate Savings held in trust for the beneficiary.

## BASIC SAVINGS ACCOUNT

- a ▶ Interest accruing shall be calculated on a daily basis, on the balance at the end of each day at a rate to be determined by the Bank from time to time. Interest earned (to the nearest sen) will be credited to the account in June and December of each calendar year. Interest is paid on accounts closed during an interest period up to the last completed day.
- b ▶ Statements will be generated but not sent to Customers. However, upon request, quarterly statements or at such other intervals determined by the Bank from time to time, may be made available to the Customer at a fee to be determined by the Bank.
- c ▶ A minimum of RM20 (or such other minimum amount as may be specified by the Bank and/or the relevant regulatory authorities) is required to maintain in the account at all times. The Bank reserves the right to impose fees or charges on the account if this minimum balance is not maintained.

## CURRENT ACCOUNT

- a ▶ The Customer agrees not to affix any notations, appearing on the face of cheque(s) issued (including but not limited to cheque limits, alterations and validity periods). If such notations are made on any cheque(s) issued, the Bank will be entitled to disregard the notation and will be discharged from all liabilities for doing so.
- b ▶ The Customer acknowledges the need to exercise care when drawing cheques and agrees not to draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable or facilitates fraud.

The Customer agrees that cheques shall be written/ printed in non-erasable ink only and not written or printed with erasable ballpoint pens, pencils, electronic typewriter or any other instruments which may give rise to forgery, frauds or other unauthorised alterations. The cheque book shall be kept under secure (preferably locked) and sole control and use of the Customer at all times, failing which no liability shall attach to the Bank. The Customer shall not leave cheques, whether signed or unsigned, unattended. The Customer shall not pre-sign any cheques and shall ensure that spoilt cheques are destroyed completely.

- c ▶ Stop Payment: The stop payment may only be implemented if the cheque(s) have not been presented for payment. Once implemented, such stop payment shall be binding on the Customer. A "Stop Payment" stamp will be placed on the face of the cheque and no re-presentation of the said cheque will be possible. Handling charges for stop payment as well as requests for interim statements are applicable. When a payment-stopped cheque is returned at a time when the account has insufficient funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- d ▶ The Customer agrees to check his receipt of the correct number of cheque books, cheque leaves applied for as well as the account details printed thereon and read and comply with all conditions set out in the inside covers of cheque books, failing which no liability for loss/ damage shall attach to the Bank.
- e ▶ The Customer agrees not to draw cheques when there is insufficient funds in the Customer's account(s) at the time of issuing the cheque. Should the Bank return a cheque for reasons of insufficient or uncleared funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- f ▶ No alterations whatsoever shall be made on cheque(s). The Bank reserves the right to dishonour and return cheque(s) which in the Bank's sole opinion, bears any form of alteration (whether countersigned by the Customer, the authorised signatory or otherwise).
- g ▶ The Customer confirms not to have been reported by any bank to the credit bureau established by Bank Negara Malaysia pursuant to Section 30(1)(mmm) of the Central Bank of Malaysia Act 1958 and the Bank shall have the right to close any accounts at any time, should the Customer be reported to the said credit bureau.

### BASIC CURRENT ACCOUNT

- a ▶ A statement of account shall be issued containing information relating to account(s) held in the Customer's name at the Bank and sent to the Customer on a monthly basis or such other permitted intervals determined by the Bank.
- b ▶ Overdraft facility will not be allowed under this account. In the event of an unauthorised overdraft, the Bank shall be entitled to debit the Customer's account with interest at the prevailing unauthorised overdraft rate (which is subject to fluctuations from time to time) on the amount overdrawn or a minimum of RM50 (or such other minimum amount as allowed to be imposed by the Bank from time to time).
- c ▶ The Bank reserves the right to refuse payment of withdrawal instruction or cheque encashment (through issuance of a cheque to a third party) from the Customer's account, to a third party whether authorised or purportedly authorised by the Customer at the branch of account.
- d ▶ The Current Account terms and condition shall also apply.

### TIME DEPOSIT ACCOUNT

- a ▶ Monies deposited will be paid simple interest, unless otherwise indicated in writing by the Bank.
- b ▶ Time deposits that are withdrawn before maturity will only receive partial interest provided the deposit has been placed in the Bank for more than three (3) months. Penalty rate applicable for premature upliftment is half of the contracted interest rate and the prevailing Association of Banks in Malaysia (ABM) Rules shall apply.
- c ▶ Unless prior written instruction is received by the Bank from the Customer or the legal personal representatives (executor(s)/administrator(s) or equivalent), the Bank will automatically renew the deposit plus accrued interest for the same period on maturity date. Notwithstanding any instructions given, the Customer retains the right to amend the Customer's instructions before/on maturity date of the deposits.
- d ▶ The Customer understands and agrees that should the maturity date fall on the Bank's non-working day, the maturity date will be automatically adjusted to the next working day.
- e ▶ The validity and availability of any funds deposited in the Time Deposit account by way of a cheque(s) is subject to the clearance of the said cheque(s).

## COMBINATIONS ACCOUNT

In opening a CombiNations Account, the Customer agrees to the following and such other terms and conditions as may be in force from time to time.

- a ▶ No across branch transactions are allowed on foreign currency accounts.
- b ▶ The Customer acknowledges that the opening, operation, maintenance and closing of the CombiNations Account and all matters relating thereto including but not limited to the payment of interest and service charges are subject to the laws of Malaysia as well as the Bank's terms and conditions herein or as hereafter amended. The Customer agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.
- c ▶ The Bank reserves the right to send notices and to add, delete, alter and/or amend any of the terms herein at any time in any manner as the Bank deems fit, including but not limited to the right of the Bank at its sole discretion to review at any time, any limit(s) granted on any CombiNations Account.

## FOREIGN CURRENCY CURRENT ACCOUNT

- a ▶ A Foreign Currency Current Account may be opened with a minimum initial deposit as determined by the Bank.
- b ▶ No cheque book will be issued. The Customer should examine the debit/credit transaction advice in the case of withdrawals/deposits at the counter to ensure that an appropriate entry has been made, failing which no liability will attach to the Bank.
- c ▶ Interest is not paid on Foreign Currency Current Account credit balances.
- d ▶ All cheques and other monetary instruments accepted for deposit are credited subject to payment. The Bank reserves the right to charge the Customer's account with items which are subsequently returned unpaid.
- e ▶ The Customer agrees that a Foreign Currency Current Account cannot be overdrawn.
- f ▶ Paragraph d of the Foreign Currency Statement Savings Account/Foreign Currency Time Deposit Account terms and conditions shall also apply.

## FOREIGN CURRENCY STATEMENT SAVING ACCOUNT (FCY SAV)/ FOREIGN CURRENCY TIME DEPOSIT ACCOUNT (FCY TMD)

- a ▶ A Foreign Currency Savings Account (FCY SAV)/Foreign Currency Time Deposit Account (FCY TMD) may be opened with a minimum initial deposit as determined by the Bank. If the FCY SAV is closed within six (6) months of its opening, a minimum charge as determined by the Bank may be levied.
- b ▶ Interest on FCY SAV is calculated on a daily basis at a rate to be determined by the Bank from time to time. Monies deposited in FCY TMD will be paid simple interest payable at maturity subject to the Association of Banks in Malaysia (ABM) Rules.
- c ▶ FCY SAV: The Bank shall have the right to pay the Customer any amount withdrawn in foreign currency (apart from cash withdrawals) subject to Exchange Control Regulations, as may be amended from time to time.
- d ▶ FCY SAV: The Customer agrees that the Bank may debit the Foreign Currency account in the event the amount deposited exceeds the prescribed limit under the Exchange Control Regulations. Such excess will be converted into Ringgit at the Bank's prevailing spot buying rate and shall be credited to the Customer's Ringgit account or where the Customer does not maintain a Ringgit account with the Bank, shall be paid, retained and/or processed by the Bank in the manner it deems fit.
- e ▶ The Customer agrees that the Customer cannot deposit/ withdraw foreign currency cash into/from the Customer's account except with the prior written consent and at the sole discretion of the Bank. The Customer also agrees that foreign currency deposits other than USD, GBP, HKD, SGD and Euro will receive value two (2) working days after the date of deposit. The amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise without the prior written consent of the Bank.
- f ▶ FCY TMD: Written disposal instructions on any foreign currency deposits other than USD, GBP, HKD, SGD and Euro must be received two (2) working days before maturity date, failing which the deposit (plus any accrued interest/ less interim interest whichever is applicable) will be automatically renewed for a similar period.

- g ▶ FCY TMD : Subject to the ABM Rules, premature upliftments of deposits may not be allowed and if exceptionally allowed, no interest will be paid for the completed period. The total replacement costs, penalty charge and any loss calculated at prevailing market interest rates will be borne by the Customer.

## FOREIGN CURRENCY CALL DEPOSITS ACCOUNTS

In opening a Foreign Currency Call Deposit Account, the Customer agrees to the following and such other terms and conditions as may be in force from time to time.

- a ▶ A Foreign Currency Call Deposit Account may be opened with a minimum deposit as determined by the Bank from time to time.
- b ▶ Unless otherwise agreed with the Bank, the Customer agrees that monies deposited will be paid simple interest calculated on a daily basis and payable upon upliftment subject always to the ABM Rules and those of any other relevant authority.
- c ▶ All cheques and other monetary instruments accepted for deposit are credited subject to payment. The Bank reserves the right to charge the Customer's account with items which are subsequently returned unpaid.
- d ▶ The amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise without prior consent in writing from the Bank.
- e ▶ Customers are advised that for their convenience, they are to provide disposal instructions for their Call Deposits, as all deposits are subject to the Unclaimed Moneys Act 1965. Unless prior written notice is received by the Bank, the Bank will automatically renew the deposit excluding accrued interest.
- f ▶ The Bank shall have the right to pay the Customer any amount withdrawn in foreign currency (apart from cash withdrawals) subject to Exchange Control Regulations, as may be amended from time to time.
- g ▶ Paragraphs d, e and f of the Foreign Currency Statement Savings Account/Foreign Currency Time Deposit Account terms and conditions shall also apply.

## HEXAGOLD

- a ▶ "Sweep facility" herein means the transfer of any amount from the Hexagold Account to a Current Account designated by the Customer in the application form for the purposes of meeting payments drawn on the Current Account.
- b ▶ Interest accruing shall be calculated on a daily basis, on the balance at the end of each day at a rate to be determined by the Bank from time to time. Interest earned (to the nearest sen) will be credited to the account in June and December of each calendar year. Interest is paid on accounts closed during an interest period up to the last completed day.
- c ▶ Subject to there being cleared and available funds in the Hexagold Account and if so elected by the Customer, the Bank will maintain an automatic sweep facility on the Customer's Hexagold Account.
- d ▶ Where the Customer has been granted a credit facility, the Customer cannot exceed this limit set by the Bank from time to time, with interest calculated on daily rests at the Bank's prevailing rate for such facilities. Such interest will be payable by the Customer and debited to the Hexagold Account or any other account standing in credit in the name of the Customer.

## HSBC AMANAH PRODUCTS

The Bank's GTC, where applicable, shall apply with the necessary modification as required by Shariah.

### HSBC AMANAH SMART ACCOUNT-i (SMT)

- a ▶ A fee as stipulated in the Bank's Tariff of Charges will be imposed for each and every transaction made over-the-counter at any branch.
- b ▶ Where the SMT is closed within three (3) months from the date of account opening, a Closure Fee as stipulated in the Bank's Tariff of Charges (which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my)) will be imposed.
- c ▶ An e-consolidated statement of account containing information relating to account(s) held in the Customer's name at the Bank or third party products/services/investments marketed by the Bank shall be made available in electronic (and not hard copy) form. To gain access to e-statement(s), the Customer must register and activate his/her Personal Internet Banking (PIB). Customer whose internet banking access has become dormant after being inactive for more than one year from last usage or who did not activate the PIB service within one month after the Bank's advice, will be sent hard copy statements and a fee as stipulated in the Bank's Tariff of Charges will be imposed.
- d ▶ Customer who request for hardcopy of any available statement will be subject to charges as stipulated in the Bank's Tariff of Charges.
- e ▶ SMT is based on the Shariah contract of Mudharabah (Profit Sharing). Mudharabah is contractual arrangement whereby the profits from the investment in Shariah compliance activities will be shared between the two parties, ie the Bank (the "mudharib" or entrepreneur) and customer (the "rabb-ul-mal" or investor) according to the agreed Profit Sharing Ratio. If there are losses from the investment, then these are to be borne by the Customer. However, if the losses are due to the wilful negligence of the Bank, such losses will be borne by the Bank.
- f ▶ The indicative profit rate ("IPR") for the SMT is as stipulated in the Bank's Indicative Profit Rates listing which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my)
- g ▶ Premature partial upliftment of Amanah Smart Account-i's Flexi AGIA-i is allowed subject to payment of penalty profit on the uplifted amount.
- h ▶ The Amanah Statement Savings Account-i (Clauses a & c) and Amanah Current Account-i (Clauses a – g) terms and conditions shall also apply.

### HSBC AMANAH SMART LINK ACCOUNT-i (SLA)

(Optional for link with the HSBC Amanah Smart Account-i)

- a ▶ HSBC Amanah Smart Account-i ("linked SMT") Customer must register and activate his/her Personal Internet Banking (PIB) to open an HSBC Amanah Smart Link Account-i (SLA).
- b ▶ Upon registration and activation of the PIB, the linked SMT Customer may open a SLA. Through PIB, the linked SMT Customer may then select the SLA tenure from 6 to 120 months ("Selected Tenure") and set up his/her monthly Standing Instruction (SI) for the SLA authorizing the Bank to transfer a fixed sum (subject to a minimum of RM50) from the linked SMT to the SLA on a particular date of each calendar month ("SI Date").
- c ▶ The indicative profit rate ("IPR") for the SLA is as stipulated in the Bank's Indicative Profit Rates listing which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my)
- d ▶ The IPR is subject to change from time to time at the Bank's discretion.
- e ▶ No ATM card and chequing facilities will be provided for the SLA.
- f ▶ Customer is required to set up only one (1) recurring SI throughout the Selected Tenure of the SLA to effect the transfer of a fixed sum in accordance with Clause (b) above.
- g ▶ Customer has the flexibility to vary the SI amount and/or the Selected Tenure via PIB provided that the minimum SI amount is at least RM50.

- h ▶ In addition to the SI referred to in Clause (f) above, Customer is at liberty to directly transfer or deposit any additional sum into the SMT anytime during the Selected Tenure.
- i ▶ In regard to the SI referred to in Clause (b) above, the Bank may at its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to the SI referred to in Clause (b) above or any other order or cheque drawn on the linked SMT or instructions (whether written or otherwise) which the Customer have heretofore or may hereafter give to the Bank.
- j ▶ The Bank will effect the SI from the linked SMT to the SLA on the stipulated SI Date. In the event the Bank is unable to effect the SI on the SI Date due to insufficient funds in the linked SMT, there will be no contribution to the SLA for that month.
- k ▶ In the event the Bank is unable to effect the SI in accordance with Clause (b) above for three (3) consecutive months, the SLA will be closed on the day prior to the next SI Date unless Customer has funded the SLA with the amount of the SI prior to closure. Upon closure of the SLA, the balance in the SLA less any fee will be transferred to the linked SMT.
- l ▶ Customer may potentially enjoy higher returns than the IPR on the balances in the SLA at the end of every calendar month upon the fulfilment of the following two (2) conditions :-
  - (i) No withdrawal for the calendar month; and
  - (ii) SI recurring transfer is effected for the month

However, for the first month of the Selected Tenure, the Customer need only fulfil condition (i) above to potentially earn higher returns.

- m ▶ Customer is entitled to make unlimited withdrawals during the Selected Tenure, subject to there being a minimum RM20 balance in the SLA after such withdrawals. In the event the Customer performs any withdrawal from the SLA, the Customer will not be entitled to the potentially higher returns as mentioned in clause (l) above. In such an instance, the Customer may only earn the normal profit declared at the end of the month and distributed based on the agreed Profit Sharing Ratio. Such withdrawal can only be effected from the linked SMT. In order to effect such a withdrawal from the linked SMT, Customer must first transfer the requisite sum from the SLA to the linked SMT via PIB. Withdrawals from the linked SMT will be subject to the terms and conditions applicable to a SMT. Balances in the SLA are not available balances for payment of cheques issued under the linked SMT.
- n ▶ Where the SLA is prematurely closed due to any of the following events prior to the expiration of the Selected Tenure, a Premature Account Closure Fee as stipulated in the Bank's Tariff of Charges (which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my)) will be imposed:
  - (i) The Bank is unable to effect Customer's SI within 3 months from account opening date in accordance with Clauses (b) and (f) above; or
  - (ii) Customer fails to set up a SI within three (3) months from the date of opening of the SLA; or
  - (iii) Customer closes the SLA before the expiry of its Selected Tenure SI.

The Premature Account Closure Fee will be deducted from the SLA prior to closure of the SLA. In the event that there is insufficient fund in the SLA, Customer authorises the Bank to deduct the premature account closure fee from the linked SMT or any other credit balance held with the Bank.

- o ▶ Customer has the option to open up to ten (10) SLAs with each SMT. Customer can also personalise the SLA(s) with a name up to twenty eight (28) characters via PIB only. The personalised name of the SLA will only appear on PIB for Customer's ease of reference and convenience only and is not intended to constitute the SLA as a trust account. The Bank is not liable to Customer to monitor the SLA and /or if the SLA is not used for its intended purpose as reflected in the name of the account and Customer holds the Bank harmless from any claim and shall indemnify the Bank for any losses and damages arising from any such claim.
- p ▶ Upon maturity of the Selected Tenure, the SLA will be automatically closed and the balance in the SLA less any fee will be automatically transferred to the linked SMT.

### AMANAH PASSBOOK SAVINGS ACCOUNT-i

In opening a Savings Account based on the Al-Wadiah principle, the Customer agrees to the following terms and conditions.

- a ▶ All terms and conditions appearing in the passbooks shall form part of these Specific Terms and Conditions.
- b ▶ The minimum opening (initial) deposit of a Savings Account shall be determined by the Bank at its sole discretion.
- c ▶ Every Customer will be provided by the Bank with a passbook which must be presented for every withdrawal at the counter. No entries may be made in the passbook by the Customer. Passbooks should be presented to the Bank as and when required by the Bank for any unposted items to be entered. The passbook is not transferable or assignable and cannot be pledged as security. The Customer should examine the passbook after each transaction and, in the case of withdrawals at the counter, before leaving the counter, to ensure that the appropriate entry has been made therein.
- d ▶ Withdrawals at the counter may be made by the Customer on demand during banking hours at the branch at which the account is maintained. Any withdrawal by an authorised agent is however subjected to branch discretion and requires the production of suitable identification. Withdrawals of not more than RM5,000 in any one day may also be made by the Customer in person at any branch of the Bank in Malaysia on production of the passbook and proof of identity.
- e ▶ Any payments made by the Bank to a person producing the passbook and a withdrawal form purported to be signed as authorised by the Customer shall have the same effect as if made by the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party.
- f ▶ Passbooks should be kept in a secure place of security under lock and key at all times failing which no liability of any form, will attach to the Bank. In the event of a loss of a passbook, immediate notice must be given to the Bank. The Bank will issue a new passbook against a signed indemnity only after a thorough search and enquiry have been made. A charge for issuing a new passbook may be made at the Bank's discretion.
- g ▶ The passbook is for the Customer's reference and does not necessarily indicate the correct balance of the account as deposits may have been made or items charged without entry in the passbook.
- h ▶ The Customer gives consent to the Bank to utilise the whole or part of the balance of the Savings Account for investment purposes based on Shariah principles.
- i ▶ Hibah accruing shall be calculated on a daily basis, on the balance at the end of each day at a arate to be determined by the Bank from time to time. Hibah earned (to the nearest cent) will be credited to the account in June and December of each calendar year. Hibah is paid on accounts closed during a hibah period to the last completed day.

### AMANAH STATEMENT SAVINGS ACCOUNT -i

- a ▶ The minimum opening (initial) opening of a Savings Account shall be determined by the Bank at its sole discretion.
- b ▶ Account statements are sent on a quarterly basis.
- c ▶ The Customer gives consent to the Bank to utilise the whole or part of the balance of the Savings Account for investment purposes based on Islamic principles.

- d ▶ Hibah accruing shall be calculated on daily basis, on the balance at the end of each day at a rate to be determined by the Bank from time to time. Hibah earned (to the nearest cent) will be credited to the account in June and December of each calendar year. Hibah is paid on accounts closed during a hibah period up to the last completed day.

#### AMANAH BASIC SAVINGS ACCOUNT -i

- a ▶ Hibah accruing shall be calculated on a daily basis, on the balance at the end of each day at a rate to be determined by the Bank from time to time. Hibah earned (to the nearest sen) will be credited to the account in June and December of each calendar year. Hibah is paid on accounts closed during a hibah period up to the last completed day.
- b ▶ Statements will be generated but not sent to Customers. However, upon request, quarterly statements or at such other intervals determined by the Bank from time to time, may be made available to the Customer at a fee to be determined by the Bank.
- c ▶ The Customer gives consent to the Bank to utilise the whole or part of the balance of the Savings Account for investment purposes based on Shariah principles.
- d ▶ A minimum of RM20 (or such other minimum amount as may be specified by the Bank and/or the relevant regulatory authorities) is required to maintain in the account at all times. The Bank reserves the right to impose fees or charges on the account if this minimum balance is not maintained.

#### AMANAH CURRENT ACCOUNT -i

- a ▶ The Customer agrees not to affix any notations, appearing on the face of cheque(s) issued (including but not limited to cheque limits, alterations and validity period(s)). If such notations are made on any cheque(s) issued, the Bank will be entitled to disregard the notation and will be discharged from all liabilities for doing so.
- b ▶ The Customer acknowledges the need to exercise care when drawing cheques and agrees not to draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable or facilitates fraud.

The Customer agrees that cheques shall be written/printed in non-erasable ink only and not written or printed with erasable ballpoint pens, pencils, electronic typewriter or any other instruments which may give rise to forgery, frauds or other unauthorised alterations. The cheque book shall be kept under secure (preferably locked) and sole control and use of the Customer at all times, failing which no liability shall attach to the Bank. The Customer shall not leave cheques, whether signed or unsigned, unattended. The Customer shall not presign any cheques and shall ensure that spoilt cheques are destroyed completely.

- c ▶ Stop Payment : The stop payment may only be implemented if the cheque(s) have not been presented for payment. Once implemented, such stop payment shall be binding on the Customer. A "Stop Payment" stamp will be placed on the face of the cheque and no representation of the said cheque will be possible. Handling charges for stop payment as well as requests for interim statements are applicable. When a payment-stopped cheque is returned at a time when the account has insufficient funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- d ▶ The Customer agrees to check his receipt of the correct number of cheque books, cheque leaves applied for as well as the account details printed thereon and read and comply with all conditions set out in the inside covers of cheque books, failing which no liability for loss/damage shall attach to the Bank.
- e ▶ The Customer agrees not to draw cheques when there is insufficient funds in the Customer's account(s) at the time of issuing the cheque. Should the Bank return a cheque for reasons of insufficient or uncleared funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- f ▶ No alterations whatsoever shall be made on cheque(s). The Bank reserves the right to dishonour and return cheque(s) which in the Bank's sole opinion, bears any form of alteration (whether countersigned by the Customer, the authorized signatory or otherwise).
- g ▶ The Customer confirms not to have been reported by any bank to the credit bureau established by BNM pursuant to Section 30(1) (mmm) of the Central Bank of Malaysia Act 1958 and the Bank shall have the right to close any accounts at anytime, should the Customer be reported to the said credit bureau.

### AMANAH BASIC CURRENT ACCOUNT -i

- a ▶ A statement of account shall be issued containing information relating to account(s) held in the Customer's name at the Bank and sent to the Customer on a monthly basis or such other permitted intervals determined by the Bank.
- b ▶ Overdraft facility will not be allowed under this account. In the event of an unauthorised overdraft, the Bank shall be entitled to debit the Customer's account with unauthorised overdraft /charges at the applicable penalty rate (which is subject to fluctuations from time to time) on the amount overdrawn or a minimum of RM50 or such other minimum amount as allowed to be imposed by the Bank from time to time.
- c ▶ A minimum charge of RM20 (or such other amount as allowed to be imposed by the Bank from time to time) will be levied if the account is closed within the first three (3) months of its opening.
- d ▶ The Bank reserves the right to refuse payment of withdrawal instruction or cheque encashment (through issuance of a cheque to a third party) from the Customer's account, to a third party whether authorised or purportedly authorised by the Customer at the branch of account.

### AMANAH GENERAL INVESTMENT ACCOUNT -i

This investment is subject to the Bank's terms and conditions governing Al-Mudharabah Investment and the Rules and Regulations of the Association of Islamic Banking Institutions in Malaysia.

- a ▶ Payment of profit in respect of Amanah General Investment of 1-12 months shall be on the maturity date. In respect of Amanah General Investment of 12 months and above, profit shall be paid at six monthly intervals until maturity date and where the last period to the maturity date is less than 6 months, payment shall be based on the actual remaining number of months to the maturity date.
- b ▶ Notwithstanding paragraph a. above, profit for selected product types may, at the Bank's determination, be payable at monthly intervals irrespective of the tenors of the investment.  
The Bank accepts investment for Amanah General Investment Account-i from the Customer based on the Shariah principle of Al-Mudharabah for a stipulated period. The Customer consents to the Bank utilising the investment in its financing and investment projects. Both the Bank and the Customer agree to distribute the profits earned from the investment of funds according to the pre-determined ratio of distribution of profit.
- c ▶ The profit rate accruing for each certificate shall be determined by the Bank from time to time based on the Profit Sharing Ratio (PSR) as agreed when the Bank accepts the investment for each certificate.
- d ▶ Unless prior written instruction is received by the Bank from the Customer or the legal personal representatives (executor(s)/administrator(s) or equivalent), the Bank will automatically renew the investment plus distributed profit for the same tenor on maturity date. Notwithstanding any instructions given, the Customer retains the right to amend the Customer's instructions before/on maturity date of the investment.
- e ▶ Should the maturity date fall on a non-working day, the Bank will automatically adjust the maturity date to the next working day.
- f ▶ Profit is payable proportionately for the completed months of investment of funds at the rate of return (which is determined by the Bank) applicable to the completed period.
- g ▶ The certificate is neither a negotiable nor a transferable instrument.
- h ▶ No portion of the investment placed on Amanah General Investment Account-i can be withdrawn unless the original certificate is returned to the Bank duly, endorsed by the Customer(s).

- i ▶ No portion of the investment placed on Amanah General Investment Account-i can be withdrawn unless the original certificate is returned to the Bank duly, endorsed by the Customer(s).
- j ▶ In the event that the certificate is lost, stolen, or destroyed, the Bank's standard indemnity letter shall be duly completed and signed by all the Customer(s) regardless of the signing condition before payment be made or a duplicate certificate is issued.
- k ▶ Customers are advised that for their convenience, they are to provide disposal instructions for their Amanah General Investment Account-i, as all investments are subject to the Unclaimed Moneys Act 1965.
- l ▶ The validity and availability of any investments placed in the Amanah General Investment Account-i account by way of a cheque(s) is subject to the clearance of the said cheque(s).

## **GENERAL**

**In the event of any inconsistency between the English version of these Specific Terms and Conditions and that translated into Bahasa Malaysia or any other language, the English version of these Specific Terms and Conditions shall prevail.**

### **Important Note:**

Although every effort has been made to furnish accurate and up-to-date information herein, the Bank does not accept liability for changes that may have taken place since publication.