

**HSBC Amanah Malaysia Berhad (“HSBC Amanah”)**  
**Universal Terms & Conditions**  
(October 2020 Edition)

**EFFECTIVE DATE:**

- ▶ 19 October 2020

**These Universal Terms & Conditions consist of:**

- ▶ Generic Terms & Conditions (applicable to every account/product/ service (including banking & financing facilities) opened with or provided by HSBC Amanah);
- ▶ Specific Terms & Conditions for HSBC Amanah Premier and HSBC Amanah Advance;
- ▶ Specific Terms & Conditions for Retail Banking and Wealth Management; and
- ▶ Cardholder Agreement for HSBC Amanah Credit Card-i (available on the Bank’s website at [http://www.hsbcamanah.com.my/card\\_TC](http://www.hsbcamanah.com.my/card_TC)).

These Universal Terms & Conditions are available on request and on HSBC Amanah’s website at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my).

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

Please contact your nearest HSBC Amanah branch if you require any clarification.

Thank you for banking with HSBC Amanah.

# Generic Terms & Conditions (October 2020)

These Generic Terms & Conditions (applicable to every account/product/service (including banking & financing facilities) opened with or provided by HSBC Amanah) should be read together with the Specific Terms & Conditions of the relevant account/product/service opened with or provided by HSBC Amanah and HSBC Amanah's Online and Mobile Banking Terms and Conditions as may be amended from time to time.

## General

HSBC Amanah will comply with regulatory duties to our customers at all times when providing, servicing and withdrawing products, exiting client relationships, supporting customers, managing customer investments, administering custody assets/client monies and handling complaints. We will strive to achieve fair outcomes for our customers in all our dealings with our customers.

## Account-i Statements

1.(i) Where account statements are applicable, they are sent monthly or, at such other intervals as instructed by the Customer or as stated in the applicable Specific Terms & Conditions or account-related documentation.

The Customer agrees to promptly check and reconcile the contents of each account statement and transaction record from the Bank with the Customer's own records to see if there are any errors, omissions, discrepancies or irregularities (including any errors arising from fraudulent or unauthorized transaction) (collectively "Irregularities").

The Customer shall notify the Bank of any Irregularities, as soon as practicable and in any case within 60 days from the account statement date. If notice is received by the Bank after this time period, the Bank shall not be responsible for any Loss resulting from the delay by the Customer in providing such notice.

(ii) The Customer agrees that if the Customer did not register: (a) for email statements, or provide the Bank with any e-mail address; and/or (b) did not register for Online Banking e-statements, or as a user for Online Banking, the account statement would be sent via paper statement in hard copy to the last known address in the Bank's record and a fee (as stated in the Bank's Tariff and Charges which can be viewed at <https://www.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/tariffs-and-charges.pdf>) would be charged for each account statement issued.

## Consolidation & Set-Off

2. If the Customer owes any monies (in the Customer's sole capacity or jointly with another) that are due and payable to the Bank ("Outstanding Amount") and the Customer has failed to settle the Outstanding Amount after the Bank's request, the Customer agrees that the Bank shall have the right to protect its interest to do the following:

- (i) consolidate the credit balances (including in multiple currencies) in all the Customer's accounts with the Bank;
- (ii) put a hold on such amount of the credit balances which the Bank estimates in good faith to be sufficient (including any accruing profit or other charges);
- (iii) at the end of 7 days' prior notice to the Customer, apply such credit balances towards the Outstanding Amount; and
- (iv) the remaining credit balances, if any, shall be held on substantially the same terms as before the consolidation or on such other terms as the Bank considers reasonably appropriate in the circumstances.

The Bank's right and authorisation under this Clause shall not be affected by the Customer's death, bankruptcy, insolvency, composition with other creditors or any legal proceedings against the Customer.

## Customer's Details and Obligations

3. (i) The Customer agrees to promptly notify the Bank in writing of any changes in the Customer's address, telephone, mobile phone and/or e-mail address in writing or via channels made available by the Bank. Pending receipt of such notice, the Bank shall send all communications to the latest address, e-mail address and/or number stated in the Bank's records.

(ii) The Customer agrees that the Customer's account shall not be used for any other purpose

except for personal use.

- (iii) Any change in identification of the Customer (and of the Child for minor accounts) shall be notified to the Bank with supporting documents.

#### **Joint Accounts**

4. For an account opened and maintained in more than one name:

- (i) each Customer's liabilities and obligations is joint and several and notice to one Customer shall be taken as notice to all;
- (ii) words indicating singular in these Generic Terms & Conditions shall be read to include plural and vice versa, and reference to "Customer's signature" shall be read to include each Customer's signature;
- (iii) a Customer shall remain bound by these Generic Terms & Conditions even if the other Customer(s) is(are) in fact not bound;
- (iv) the Bank has the right to deal with each Customer separately on any matter including discharging any liabilities to any extent without affecting the liabilities of the other Customer(s);
- (v) all Customers are jointly and severally liable for the use of any personal identification number (PIN), security device/ Mobile Secure Key or Card even if it was applied for or used by only one of the Customers;
- (vi) in case of death of any of the Customers, the Bank shall hold the credit balances in the account to the sole order of the survivor(s) subject to the Bank's prior rights or claims, and payment to the survivor(s) is a complete discharge to the Bank;
- (vii) if any Customer withdraws his mandate for the other Customer(s) to operate the joint account, the Bank shall not be liable for any loss suffered by the Customers due to putting a hold on the joint account pending receipt of joint written instructions from all the holders of the joint account; and
- (viii) the operation or closure of the joint account shall be based on the instruction or authorisation given by any one Customer which shall bind all Customers, and amounts payable to or collected for any one Customer may be credited to the joint account.

#### **Corporate/Limited Liability Partnership/Conventional Partnership Accounts**

5. Not applicable

#### **Specimen Signature of Authorised Signatory(ies)**

6. The Customer(s) shall give the Bank the names and specimen signature(s) of all the authorised signatory(ies) on the Bank's specimen signature cards. In case of changes to the specimen signature(s) and/or authorised signatory(ies), the Customer agrees to promptly notify the Bank in writing. The Customer acknowledges that such changes shall take effect after the Bank confirms in writing that its records have been updated.

The Customer agrees that the Bank has the right to reject cheques, instructions and communications with signature(s) which do not match the specimen signature(s) on record, but that the Bank also has the right to act on the same if the Bank has reasonable grounds to believe that it did in fact come from the Customer.

#### **Amendment of Terms & Conditions**

7.1 Where availability of new products or services or operational, administrative or regulatory changes are required to be notified to the Customer, the Generic Terms & Conditions, the Specific Terms & Conditions and any of the Bank's products or services (including its features or limits) may be changed or added to by way reasonable prior notice to the Customer to be given on the Bank's internet website and additionally in any of the following manner:

- (i) notice in the account statement;
- (ii) notice at automated teller machines (ATM), electronic funds transfer at point of sale (EFTPOS) terminals or other electronic terminals;
- (iii) notice at any of the Bank's branches;
- (iv) sending a notice to the Customer's latest physical address maintained in the Bank's record;
- (v) notice via emails or electronic messages which shall be taken to have been received at the time of transmission; or
- (vi) any other mode the Bank may reasonably consider as suitable.

7.2 Changes or additions which:

- (i) impose or increase fees or charges;
- (ii) increase the Customer's liability;
- (iii) adjust ATM card transaction limits for electronic fund transfers via ATM, automated cash deposit facilities and/or telegraphic transfers; or

(iv) reduce the Customer's rights, shall take effect after 21 days' prior written notice to the Customer.

7.3 The Customer shall be taken to have accepted the change(s) or addition(s) unless the Customer objects or otherwise takes positive action to close the account or terminate the service before the changes becomes effective. The Customer remains liable for all transactions before the closure or termination.

### **Financial Crime Risk Management Activity**

8. The terms in this Clause shall continue to apply even after the Bank ceases to provide any accounts, products and/or services to the Customer. *(Please refer to Clause 42 for the definitions applicable to this Clause.)*

- (i) The Customer acknowledges that the holding of accounts and use of products and/or services provided by the Bank are subject to the laws of Malaysia and other relevant jurisdictions, and to the supervisory authority of Bank Negara Malaysia and other applicable Authorities in Malaysia and other relevant jurisdictions.
- (ii) The Bank and members of the HSBC Group are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime ("Financial Crime Risk Management Activity"). Such action may include, but is not limited to: (1) screening, intercepting and investigating any instruction, communication, drawdown request, application for any accounts, products and/or services, or any payment sent to or by the Customer, or on the Customer's behalf, (2) investigating the source of or intended recipient of funds (3) combining Customer Information with other related information in the possession of the HSBC Group, and/or (4) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the Customer's identity and status.
- (iii) Exceptionally, such Financial Crime Risk Management Activity may lead to the Bank delaying, blocking or refusing the making or clearing of any payment, the processing of the customer instructions or application for any accounts, products and/or services or the provision of all or part of any accounts, products and/or services. To the extent permissible by law, neither the Bank nor any member of the HSBC Group shall be liable to the Customer or any third party for any loss (however it arose) that was suffered or incurred by the Customer or a third party, caused in whole or in part in connection with the undertaking of such Financial Crime Risk Management Activity.
- (iv) In certain circumstances, such Financial Crime Risk Management Activity may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to such Financial Crime Risk Management Activity is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.
- (v) Where the Bank or a member of the HSBC Group has suspicions regarding Financial Crime or an associated risk, the Bank may:
  - (a) be unable to provide new, or continue to provide all or part of, the accounts, products and/or services to the Customer and reserve the right to terminate the banking relationship with the Customer;
  - (b) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and/or
  - (c) close the Customer's account(s).

### **Suspension/Closure of Account**

9. The Customer acknowledges that the Bank has a discretion:

- (i) not to carry out any instructions or suspend the use of the account by giving notice to Customer:
  - (a) where the Bank doubts the authenticity of the instruction or the account and in good faith considers it appropriate to do so; or
  - (b) in the event of any dispute between the joint account holders or authorised signatories or the Bank receives conflicting instructions from such persons; or
  - (c) if the Customer repeatedly fails to pay amounts due to the Bank; or
  - (d) if the Customer fails to provide sufficient information in relation to any payment instructions (including but not limited to purpose of payment); or
  - (e) If the Customer fails to provide promptly Customer Information that the Bank reasonably

- requests for tax compliance; or
- (f) There are changes to the Bank's business, operation, technology or facilities that affect the Services the Bank offer; or
- (g) There are changes in law or regulations or new industry guidelines or codes of practices that affect the services the Bank offers; or
- (h) In exercising the Bank's rights under Clauses 8 (Financial Crime Risk Management Activity), clause 10(iv) (Collection, Processing and Sharing of Customer Information) and clause 13 (Know Your Customer).
- (i) The Customer also acknowledges that the Bank has the discretion to close an account by giving Customer 2 weeks' written notice at the Customer's address or email address maintained in the Bank's records.
- (ii) Notice can be given via:
  - (a) personal delivery which shall be taken to have been received at the time of delivery; or
  - (b) ordinary/registered post (either AR or non-AR registered) or courier which shall be taken to have been received on the 3rd day after posting or the 3rd day after dispatch to the courier service provider, as the case may be, even though the Bank is not in receipt of the signed AR card or the Customer's acknowledgement of receipt; or
  - (c) email which shall be taken to have been received at the time of transmission.
- (iv) The Customer acknowledges that there will be instances where the Bank is not able to provide its reasons for exercising its discretion to suspend or close the account due to legal and/or regulatory restrictions.
- (v) Unless an account is charged to the Bank, the Customer may at any time close an account by notice in writing to the Bank.

#### **Collection, Processing and Sharing of Customer Information**

10. The terms in this Clause shall continue to apply even after the Bank ceases to provide any accounts, products and/or Services to the Customer. *(Please refer to Clause 42 for the definitions applicable to this Clause.)*
  - (i) Customer Information will be processed, transferred and disclosed by the Bank and/or members of the HSBC Group in connection with the following purposes (the "Purposes"), as stated in the Notice to Customers relating to the Personal Data Protection Act 2010 ("PDPA Notice") available at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my).
  - (ii) By using any of the accounts, products and/or Services provided by the Bank, the Customer agrees that the Bank may, as necessary and appropriate for the Purposes, process, transfer and disclose any Customer Information to the recipients (the "Recipients") as set out in the PDPA Notice (who may also subsequently process, transfer and disclose such Customer Information for the Purposes) subject at all times to any laws (including regulations, standards, industry code of practice, guidelines, obligations, and/or directives from any regulatory authorities) applicable to the financial institution:
  - (iii) The Customer agrees to inform the Bank promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to the Bank from time to time, and to respond promptly to any request from the Bank.
  - (iv) Where:
    - (a) the Customer fails to provide promptly Customer Information that the Bank reasonably requested; or
    - (b) the Customer withholds or withdraws any consents that the Bank may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and Services to the Customer); or
    - (c) the Bank or a member of the HSBC Group has suspicions regarding Financial Crime or an associated risk; the Bank may:
      - (1) be unable to provide new, or continue to provide all or part of, the accounts, products and/or Services to the Customer and reserve the right to terminate the banking relationship with the Customer;
      - (2) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and/or
      - (3) close the Customer's account(s).

#### **Tape Recording**

11. The Bank may choose (but is not obliged) to record the Customer's verbal instructions and/or communication with the Bank. Such recordings, being the sole property of the Bank, shall be

conclusively binding on the Customer and the Bank reserves the right to destroy the recordings after such period of time it sees fit.

### **Document Management**

12. The Customer acknowledges that the Bank is not obliged to provide copies of any cheques, cashier's orders, bank drafts, receipts, confirmations, advices, vouchers, documents, recordings or other items (collectively, "Documents") relating to any type of account:
- (i) after the Bank has completed the relevant transaction;
  - (ii) after microfilming, scanning or storing in whatever medium; or
  - (iii) after the account has been closed by the Customer or by the Bank.
- The Customer agrees that the Bank shall not be liable for any loss suffered by the Customer due to the unavailability of the Documents which have been dealt with by the Bank according to the Bank's document retention policy.

### **"Know Your Customer"**

13. (i) The Customer acknowledges that the Bank is required to carry out a due diligence to identify and to find out the background of its customer. The Customer agrees to sign such declarations, do such acts and/or provide such documents requested by the Bank for this purpose within the required time period, and that not doing so may result in the Bank suspending, closing or limiting the usage of the account including but not limited to disallowing any transfer of funds to third parties. If the account is to be closed, the Bank reserves the right to return the funds in the account to the source from where it came.
- (ii) If the Customer or a shareholder (whether direct or indirect, legal or beneficial) of the Customer is a company incorporated in a country that permits issuance of bearer shares, the Customer confirms and warrants that neither it nor such shareholder has issued any bearer shares and further undertakes that neither it nor such shareholder will issue or convert any of its shares or such shareholder's shares (as the case may be) to bearer form without the prior written consent of the Bank, failing which the Bank reserves the right to terminate the banking relationship with the Customer.

### **Tax Compliance**

14. The terms in this Clause shall continue to apply even after the Bank ceases to provide any accounts, products and/or services to the Customer. *(Please refer to Clause 42 for the definitions applicable to this Clause.)*
- (i) Certain countries may have tax legislation with extra-territorial effect regardless of the Customer's or Connected Person's place of domicile, residence, citizenship or incorporation. Neither the Bank nor any member of the HSBC Group provides tax advice. The Customer is advised to seek independent legal and/or tax advice. Neither the Bank nor any member of the HSBC Group has responsibility in respect of the Customer's tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of accounts, products and/or services provided by the Bank and/or members of the HSBC Group.
  - (ii) The Customer acknowledges that the Customer is solely responsible for understanding and complying with the Customer's tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of accounts, products and/or services provided by the Bank and/or members of the HSBC Group. The Customer confirms and warrants that each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard.
  - (iii) The Customer agrees to inform the Bank promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to the Bank from time to time, and to respond promptly to any request from the Bank.
  - (iv) Where the Customer fails to provide promptly Customer Information that the Bank reasonably requested, the Bank may:
    - (a) be unable to provide new, or continue to provide all or part of, the accounts, products and/or services to the Customer and reserve the right to terminate the banking relationship with the Customer;
    - (b) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations (such as that described in paragraph (v) below); and/or
    - (c) close the Customer's account(s).
  - (v) The Customer acknowledges that failure to supply promptly, the Customer's or a

Connected Person's Tax Information and accompanying statements, waivers and consents, as may be requested, may result in the Bank making its own judgment with respect to the Customer's status, including whether the Customer is reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

### Breach of Terms & Conditions

15. If the Customer does not comply with these Generic Terms & Conditions, the applicable Specific Terms & Conditions or account-related documentation, the Bank shall not be liable for any loss suffered by the Customer.

### Customer Complaints

16. The Customer accepts that the complaints procedure is as follows:
- (i) Complete and submit a Complaints Form or send a letter providing adequate details to the Bank.
  - (ii) The Bank will carry out an investigation into the complaint.
  - (iii) The Bank will notify the Customer of the outcome of the investigation.
  - (iv) If the Customer is not satisfied with the findings of the investigation, the Customer may appeal to the Manager, Customer Experience Team and/or refer the complaint to the Ombudsman for Financial Services, Securities Industry Dispute Resolution Center or Bank Negara Malaysia (as applicable).

### Customer's Security Duties

17. In these Generic Terms & Conditions:

**"ATM"** means automated teller machine.

**"Available Balance"** means funds in the account based on the Bank's records including unused overdraft limits (if any) but excluding uncleared cheques and any hold on any sums.

**"Biometric Credentials"** means any unique biological characteristics or traits that verify your identity, such as your fingerprints, eye retinas, face and voice recognition.

**"Card"** means (a) ATM cards and include credit card-i(s) when used in an ATM, and (b) debit card-i(s) which function as payment instruments linked to the Customer's deposit account(s) with the Bank which can be used to pay for goods and services at point-of-sale terminals (**"POS terminals"**).

**"Internet Banking"** means HSBC Online Banking (**"Online Banking"**) and HSBC Malaysia Mobile Banking App (**"Mobile Banking App"**) collectively.

**"PIN"** means personal identification number.

**"Security Code(s)"** means the Log On Code, the Re-authentication Code and the Transaction Verification Code collectively

**"Security Device"** means the security devices designated by the Bank for use by Customer to generate Security Codes (one-time passwords) to access and transact on Internet Banking services

**"Mobile Secure Key"** is a security feature available on your HSBC Mobile Banking App which generates the Security Codes to access and authorize transactions on Internet Banking.

The Customer agrees that:

- (i) It is the Customer's responsibility to abide by the terms and conditions for the use of any of the accounts, products and/or Services provided by the Bank including but not limited to using the accounts, products and/or Services responsibly and not for any unlawful activity and shall keep all Cards, PINs, passwords, Biometric Credentials, Security Devices/ mobile device with Internet Banking and Mobile Secure Key, cheque books and any other means of obtaining access to accounts secure and under personal control at all times, including at the Customer's place of residence, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer. The Customer must take precautionary measures to prevent security breaches such as, but not limited to:

- (a) not changing the PIN or password to a number and/or name which:
    - 1) may be easy to guess such as dates of birth, telephone numbers, names, initials, passport number, driving license details, etc; or
    - 2) is a sequence of numbers associated with the account number;
  - (b) not disclosing the PIN or password to anyone (including the Bank's staff) and not stating it in any instructions given to the Bank whether verbally, or in writing;
  - (c) not allowing any other person to use the Card, PIN, Security Device, Internet Banking and Mobile Secure Key;
  - (d) never making a record of the PIN or password in a way that might be understood by someone else;
  - (e) never writing the PINs or password on the Card or account statement or anything that is connected with the Bank;
  - (f) promptly destroying any advice from the Bank concerning the PIN after receipt; and
  - (g) informing the Bank immediately if the Customer knows or suspects that someone else knows the PIN or password.
- (ii) The Customer shall promptly notify the Bank:
- (a) as soon as reasonably practicable after having discovered that the Card, Security Device, and/or mobile device with Internet Banking and Mobile Secure Key is lost, stolen or that an unauthorised transaction had occurred or the PIN or Biometric Credentials may have been compromised;
  - (b) immediately without undue delay of any change to Customer's contact number or upon receiving transaction alert (SMS) for unauthorised transaction or discovered any discrepancy in the Customer's account statement.
- (iii) All transactions carried out using any Card, PIN, Biometric Credentials, Security Device/ Mobile Secure Key or password shall be taken as "authorised transactions" if:
- (a) the Card and the corresponding PIN, Security Device/ Mobile Secure Key, password or Biometric Credentials was used and the security of the Bank's fund transfer system was fully functional on that day; and
  - (b) the officers of or agents appointed by the Bank were not fraudulent or negligent in carrying out the transaction.

### Use of Card

18. (i) The Bank shall charge applicable fees for Card usage and the amounts are as stated in the Bank's Tariff and Charges on the Bank's website.
- (ii) Any Card retained by the ATM or automated cash deposit facilities located:
- (a) within the Bank's or HSBC's premises and not collected after 2 banking days from date of retention; or
  - (b) outside the Bank's or HSBC's premises;
- shall be destroyed. Issuance fee for new Card will apply if Customer later requests for a Card.
- (iii) The Bank shall cancel any Card that has not been used to carry out a withdrawal or purchase within such period prescribed by the Bank. Issuance fee for new Card will apply if Customer later requests for a Card and such fee will be debited to the Customer's account.
- (iv) The Customer must notify the Bank immediately of any loss or theft of any Card or Security Device, mobile device with Internet Banking and Mobile Secure Key or disclosure (or suspected disclosure) or compromise of any PIN, Biometric Credentials or password. The Bank shall not be liable for any loss suffered by the Customer from any unauthorized transactions that resulted from the Customer's unreasonable delay in notifying the Bank of the loss or theft of the Card or Security Device or mobile device with Internet Banking and Mobile Secure Key or negligence in disclosure of any PIN, Biometric Credentials, Security Codes or password.
- (v) All Cards remain the property of the Bank and must be surrendered by the Customer upon the Bank's request, conversion or closure of account, and returned to the Bank

upon the Customer's death.

- (vi) Any Customer to a joint account who has ceased to have joint authority shall cease using the Card and immediately surrender the Card to the Bank. The Bank shall not be held liable for any action, suits, proceedings, claims, demands, losses, costs, damages and any expense which may be incurred in connection with the continued use of the Card by such Customer and for any losses caused.
- (vii) All cash withdrawals from ATM are subject to:
  - (a) a daily limit of RM5,000 or such other amount as notified by the Bank from time to time and which may be reduced by the Customer by giving written instructions over the counter to the Bank;
  - (b) charges as stated in the Bank's Tariff and Charges on the Bank's website; and
  - (c) the Available Balance in the account being enough to cover both the amount to be withdrawn and the charges.
- (viii) The Customer agrees that cash withdrawals carried out at ATM outside Malaysia will be debited to the account after conversion to Ringgit Malaysia at the exchange rate determined by Visa International, on the date of conversion in addition to a foreign currency conversion cost of 1% as well as any transaction fee charged by Visa International. This is not applicable to transactions performed overseas on the Everyday Global Debit Card-i and settled in the currencies supported in Everyday Global Account-i.
- (ix) The Customer acknowledges that the credit or debit balance on the ATM video screen, the internet, any other terminal or channel, or advice slip may be pending verification and/or clearance and cannot be taken as a conclusive statement of the account balance given that there may be transactions pending settlement or clearing with other banks/ clearing house. Customers are to refer to account statements for conclusive statement of account balance.
- (x) The Customer also acknowledges that ATM and other automated facilities are currently not configured for use by the print handicapped or visually impaired persons and such Customer will not hold the Bank liable for any limitation in services arising from the grant of a Card to the Customer at the Customer's request.
- (xi) For Everyday Global Account-i, the usage of the Card is also subject to the terms stated in the Specific Terms and Conditions applicable to it.

### **Use of Debit Card-i**

#### **19. Use of debit card-i**

- (i) The Customer acknowledges and agrees that:
  - (a) the Customer must sign the debit card-i immediately on receipt from the Bank;
  - (b) the debit card-i is not transferable and can only be used by the person to whom it is issued;
  - (c) the debit card-i may only be used during the validity period stated on the card;
  - (d) the debit card-i may be linked to the Customer account(s) for ATM transactions. However, the Everyday Global Debit Card-i can only be linked to the Everyday Global Account-i and vice versa;
  - (e) for Everyday Global Account-i, the Customer may choose to designate and link only one account to the debit card-i from which payments at POS terminals will be debited to;
  - (f) purchases at POS terminals are subject to the limits set by the Bank which may be increased or decreased by the Customer up to the specified limit as stated on the Bank's website at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my) by giving written instructions over the counter to the Bank;
  - (g) the Customer will not use the debit card-i for or in connection with any unlawful activity or non Shariah compliant activities or purpose (including without limitation online gambling) and which may result in the Bank rejecting transactions at POS terminals and terminating the debit card-i immediately, without any liability on the Bank; and
  - (h) the Bank will use reasonable endeavours to ensure that electronic channels are available to the Customer on demand however, there may be circumstances of mechanical defect or malfunction of any ATM, POS terminal, internet network or such other terminals or channels available and the Customer will be required to proceed to the branches or any other alternative

channels to be directed by the Bank for the required service.

- (ii) The Customer agrees that all transactions on the debit card-i are subject to:
  - (a) the respective ATM daily withdrawal and debit card-i purchase limits;
  - (b) fees as stated in the Bank's Tariff and Charges on the Bank's website; and
  - (c) the Available Balance in the designated account being enough to cover any amount to be withdrawn from ATM, purchases at POS terminals and fees.
- (iii) The Customer acknowledges that for payments at POS terminals:
  - (a) the Customer must enter PIN or Biometric Credentials when prompted for PIN or Biometric Credentials entry to complete the purchase or the transaction may be declined;
  - (b) the Customer may not be required to enter PIN or Biometric Credentials for transactions performed overseas in which case the Customer's signature will be required;
  - (c) the Customer may not be required to sign or enter PIN or Biometric Credentials for contactless transactions performed locally below RM250 or such other amount as determined by Visa and/or the Bank;
  - (d) the merchant may check to ensure there are sufficient funds in the designated account by sending an authorisation request to the Bank;
  - (e) on approval for some transactions, part of the account balance may be blocked until the transaction is concluded;
  - (f) for Automated Fuel Dispenser ("AFD") transactions for petrol purchases, the block shall be held as follows:
    - 1) for transactions performed in Malaysia, for 3 working days after the transaction day;
    - 2) for transactions performed outside of Malaysia, for 14 working days after the transaction day.
  - (g) for non AFD transactions, the block shall be held until the transaction is finalized and the final amount debited from the account;
  - (h) the Bank is not liable for any act or omission of any merchant establishment including any refusal to honour the debit card-i, or any defect or deficiency in any goods or services supplied to the Customer by such merchant;
  - (i) the Customer shall resolve all complaints, claims and disputes against the merchants directly and the Customer agrees not to involve the Bank in any such claims, dispute or legal proceedings; and
  - (j) the Bank shall not be liable for any payment remitted to the merchant notwithstanding any claims and/or disputes that the Customer may have against the merchant.
- (iv) The Customer agrees that withdrawal and purchase transactions carried out in a currency other than Ringgit Malaysia will be debited to the account after conversion to Ringgit Malaysia at the exchange rate determined by Visa International, on the date of conversion in addition to a foreign currency conversion cost of 1% as well as any transaction fee charged by Visa International. This is not applicable to transaction performed overseas (including online transactions transacted in foreign currencies) on the Everyday Global Debit Card-i and settled in the currencies supported in Everyday Global Account-i.
- (v) The Customer shall not use or attempt to use the debit card-i unless there are sufficient funds in the account.
- (vi) (a) In the situation of a card-present unauthorised transaction which require PIN or Biometric Credentials verification, the Customer shall not be liable for the disputed transaction, unless the Customer is proven to have:
  - 1) acted fraudulently;
  - 2) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Customer's debit card-i;
  - 3) voluntarily disclosed Customer's PIN to another person;
  - 4) recorded the PIN or Biometric Credentials on Customer's debit card-i, or on anything kept in close proximity with the debit card-i, which could be lost or stolen together with the debit card-i;
- (b) In the situation of a card-present unauthorised transaction which require signature verification or the use of a contactless card, the Customer shall not be liable for the

disputed transaction, unless the Customer is proven to have:

- 1) acted fraudulently;
- 2) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Customer's debit card-i;
- 3) left the debit card-i or an item containing the debit card-i unattended, in places visible and accessible to others, except at the Customer's place of residence. However, the Customer is expected to exercise due care in safeguarding the debit card-i even at the Customer's place of residence; or
- 4) voluntarily allowed another person to use the Customer's debit card-i.

(c) To facilitate the Bank investigating into any report of lost or stolen debit card-i, the Bank will require the assistance of the Customer to perform the following:

- 1) notwithstanding that the Customer may have lodged a verbal report, the Bank will require the Customer to complete a written report, which may include the completion of a questionnaire; and
- 2) to provide the Bank with a copy of a police report filed in relation to the lost or theft of the debit card-i.

(vii) The Customer also acknowledges that ATM, POS terminals and other automated facilities are currently not configured for use by the print handicapped or visually impaired persons and such Customer will not hold the Bank liable for any limitation of services arising from the use of the debit card-i at the ATM, POS terminals or other automated facilities.

### **Cheque & Cash Deposits**

20. (i) The Customer agrees to follow the prescribed procedures correctly when using the automated facilities provided by the Bank for cheque and cash deposits. The Customer agrees that all uncrossed cheques should be crossed by drawing 2 parallel diagonal lines across the top left hand corner of the cheque before depositing to prevent fraudulent endorsement or changes to be made to the cheque.
- (ii) The Customer acknowledges that all cash deposits (other than through the automated cash deposit facilities) must be handed directly to the Bank's teller. The Customer agrees not to leave cash unattended until the Bank's teller has physically accepted it and further agrees to:
- (a) count all cash received before leaving the counter as the Bank will not be responsible for any shortfall once the cash has been handed over to the Customer and the Customer has left the counter;
  - (b) check all debit or credit transaction advices as against counter transactions;
- and the Bank shall not be liable for any loss suffered by the Customer as a result of failing to do so.
- (iii) The Customer acknowledges that cheque and/or cash deposits made through the automated facilities provided by the Bank will be processed in accordance with the Bank's cut-off times as specified at the point of deposit and shall be taken to have been made only when verified, duly cleared and entered into the Bank's records.
- (iv) The Customer acknowledges that the deposited amount on the video screen, the internet, any other terminal channel of the automated facilities or advice slip may be pending verification and/or clearance and hence will not be treated as received for value until the amount deposited is entered into the Bank's records
- (v) The Customer also acknowledges that cheque and cash deposits made through the automated facilities provided by the Bank will be processed in accordance with the Bank's cut-off times as specified on the video screen of the facility and if not specified on the facility, at the Express Banking lobby of the Bank.

### **Foreign Currency Cheques**

21. (i) The Customer acknowledges that:
- (a) the Bank may be subject to foreign laws when collecting foreign currency cheques on behalf of the Customer from a paying bank outside Malaysia ("**foreign collection**"); and
  - (b) the foreign laws may allow the paying bank to demand refund from the Bank within 6 years after the cheque has cleared.
- (ii) The Customer agrees:

- (a) that the Bank reserves the right to debit the Customer's account for the refund;
  - (b) that the Bank shall not be liable for any loss suffered by the Customer; and
  - (c) to fully reimburse the Bank for all fees, costs and expenses incurred in the course of providing the service including arising from the Bank's use of and liaison with intermediaries and third parties as the Customer's agent.
- (iii) The Customer further acknowledges and agrees:
- (a) that the Bank may in its discretion refuse to accept for collection or purchase any foreign currency cheque, bill or other instrument notwithstanding that there is no irregularity or alteration on such foreign currency cheque, bill or other instrument or that an alteration has been countersigned by the Customer as the Bank may not be able to provide clearing assistance on the same;
  - (b) that the Bank is not obliged to give its reasons for exercising its discretion to refuse to accept for collection or purchase any foreign currency cheque, bill or other instrument; and
  - (c) that the Bank shall not be liable for any loss suffered by the Customer.

### **Inward Remittances**

22. (i) The Bank reserves the right:

- (a) to debit the Customer's account with the same amount credited earlier, when the relevant cheque, instrument, payment order or instruction is subsequently returned unpaid or cannot be presented or cleared due to loss or destruction or misplaced in the process of presenting or, if the amount was wrongly credited in the first place, and the Bank shall not be liable for any loss suffered by the Customer;
- (b) to amend under advice, the pay-in-slip due to errors, wrong addition, missing items or third party account payee cheques collected in error;
- (c) to stop any inward remittance in favour of the Customer if the originator's information received by the Bank is incomplete or if the originator does not furnish the Bank with the purpose of the remittance, and the Bank shall not be liable to the Customer for the delay or rejection of the inward remittance;
- (d) to reverse any payments received through Interbank GIRO from a resident or external account for credit to the Customer's external account with the Bank, if the originator does not furnish the Bank with the purpose of the payments, or if the amount is more than RM10,000 per day and/or if it is from a non-permitted source under BNM Foreign Exchange Policy.

(ii) The Customer agrees:

- (a) that the Bank shall not be liable to the Customer for any loss, error, omission or delay by the correspondent, clearing or intermediary bank which may take place in the transfer or transmission of inward remittances into the Customer's Bank account unless caused by the Bank's negligence or default; and
- (b) that the Bank can only credit the funds into the Customer's account upon receipt of the same from the correspondent, clearing or intermediary bank.

### **Outward Remittances**

23. (i) The Customer acknowledges that:

- (a) all applications for outward remittances (e.g. telegraphic transfers, demand drafts, cashier's orders, RENTAS, Interbank GIRO) are subject to the Bank's daily cut-off times;
- (b) applications for same day value are also subject to cut-off times based on the geographical location of the recipient;
- (c) applications for outward remittances received after the relevant cut-off time will only be processed on the next banking day; and
- (d) for remittances dependent on other institutions, the Bank will process the application according to the Bank's daily cut-off times and forward the same to the other institution for their processing and the Bank shall not be liable to the Customer for any delay and/or error in processing on the part of the other institution.

(ii) The Customer agrees that:

- (a) the application for telegraphic transfers or demand drafts will be carried out by the Bank in the same currency in which the Customer pays the Bank, unless the Customer specifically instructs the Bank in writing differently;
- (b) unless the rate of exchange is confirmed with the Bank's dealer for the transaction, if the Bank is unable to give a firm quotation for the rate of exchange, the Bank shall carry out the remittance based on a provisional rate and when the actual rate is known, any difference between the provisional rate and the actual rate shall be debited or credited to the relevant Customer's account; and
- (c) all charges for remittances are to be debited to the relevant Customer's account.

- (iii) The Bank reserves the right to draw the telegraphic transfer or the demand draft on a different bank branch or location from that specified by the Customer if the Bank's operational circumstances require it.
- (iv) The Customer must ensure that the recipient bank and beneficiary details are accurate and complete in the application form.
- (v) The Customer acknowledges that transfer of funds from a credit card-i account to any third party account through Interbank GIRO is treated as a cash advance and the relevant Cardholder Agreement applies.
- (vi) The Customer agrees that the Bank shall not be liable to the Customer:
  - (a) for any delays or rejection by the receiving or intermediary parties which may take place in the transfer, transmission and/or application of funds; or
  - (b) delays or rejection of telegraphic transfers (arising from inaccurate or incomplete payment details provided by the Customer), for any error, omission or mutilation which may take place in the transmission of the message (literally or in cipher) or for its misinterpretation by the receiving or intermediary party when received;
  - (c) losses arising from any of above.
- (vii) The Customer acknowledges that crediting of funds transfer through Interbank GIRO shall be identified based on the account number provided. The Customer may also provide additional identification to effect the crediting and shall be limited to the identification fields accepted in the Interbank GIRO payment format.

### **Carrying Out Payment/Remittance Instructions**

24. (i) The Bank reserves the right to carry out the Customer's payment or remittance instructions by any method the Bank sees fit in spite of any specific instructions from the Customer. The Customer acknowledges that any request for cancellation of a payment or remittance instruction must be made in writing and once the remittance instruction has been issued, the Bank has the discretion whether or not to cancel the same. Any cancellation will be subject to the Bank's right to debit the Customer's account for all charges and any foreign exchange losses arising from the cancellation.
- (ii) If the Customer's payment or remittance instructions need to be carried out via a payment or clearing system operated by a third party, the Customer agrees that the Bank may use any correspondent, agent, sub-agent, agency or any other financial institution (collectively, "Intermediary"), and the Customer consents to the Bank disclosing all necessary information to the same. The Customer acknowledges that such payment or remittance less any applicable charges, shall be credited to the beneficiary's account based solely on the account number given by the Customer.
- (iii) The Customer agrees that the Bank or relevant Intermediary shall not be liable for any failures, delays, errors, omissions, interruptions, misinterpretation or any other outcome due to the payment or remittance instructions being sent or received through whatever channels of communication where not caused by the Bank or relevant intermediary.
- (iv) The Customer consents to the Bank disclosing the Customer's name and account number in the transaction details sent to the recipient financial institution and/or the payee.

### **Carrying Out Standing/Periodic Instructions**

25. (i) The Customer agrees to notify the Bank in writing or via channels made available by the Bank, of any changes or amendments to the:
- (a) payment amount or payment limit;
  - (b) method of payment; and/or
  - (c) periodicity of payment;
- for standing or periodic payment instructions and subject to Clause 27 below, the Customer acknowledges that such changes or amendments shall take effect after 1 week from the Bank's receipt of such notice.
- (ii) The Customer agrees that the Bank may terminate the standing or periodic payment instructions with regard to future payments at any time, by written notice to the Customer where it is no longer able to execute the same or upon receipt of written confirmation from the payee named in the standing or periodic payment instructions that no further payment is required.
- (iii) The Customer acknowledges that the standing or periodic payment instructions will be carried out provided there are sufficient funds in the account and the Bank shall not be liable to the Customer for any missed payment due to insufficient funds.
- (iv) If the standing or periodic payment instructions are given for a payment limit, the Customer

acknowledges that the Bank does not have any responsibility to verify the correctness of the amounts charged by the payee, and any disputes over the amounts are to be settled by the Customer directly with the payee.

### **Autopay Services**

26. In these Generic Terms & Conditions:

“**Autopay**” means batch payments using a numerically based system.

“**Autopay In**” means payments to the Customer using Autopay.

“**Autopay Out**” means payments by the Customer using Autopay.

“**Autopay Services**” means either Autopay In or Autopay Out.

- (i) The Customer acknowledges that Autopay Services is dependent on a numerically based system and therefore the Bank is not obliged to ensure that the account/payee names given by the Customer are identical or similar to the account names in the Bank’s records, and agrees that a transfer to or from an account having the same number as that given by the Customer shall be a good and complete discharge by the Bank of the Customer’s instructions.
- (ii) The Customer authorises the Bank to debit the Customer’s account with the charges for Autopay Services as stated in the Bank’s Tariff and Charges on the Bank’s website.
- (iii) The Customer acknowledges that:
  - (a) if a payment due date falls on a holiday, entries will be passed on the banking day prior to the holiday;
  - (b) if there is insufficient funds in the Customer’s account on any occasion under Autopay Out, it will cause the Customer’s instructions to be automatically cancelled;
  - (c) Autopay Services may be terminated by the Bank at any time by giving 7 days’ prior written notice to the Customer.
- (iv) The Customer acknowledges that the Bank is not liable for any loss or delay which may take place in the transfer, transmission, input and/or application of funds outside of the Bank’s control.
- (v) The Customer agrees to reimburse the Bank for any actions, proceedings, claims, demands, liabilities, losses, damages, costs and expenses which the Bank may incur as a result of carrying out the Customer’s instructions under Autopay Services.

### **Priority of Payment**

27. The Customer agrees that the Bank has discretion to determine the order of priority of payment from the funds of the Customer, of any cheque drawn on the Customer’s account or any standing or third party payment instructions from the Customer on a first come first out basis.

### **Customer’s Instructions**

28. The Customer acknowledges that the Customer’s instructions may be carried out even though:

- (i) they conflict with or are inconsistent with other instructions or mandates given by the Customer to the Bank; and/or
- (ii) account(s) which are for the time being in credit or overdrawn, may become or remain overdrawn as a result.

In any of the above cases, the Customer shall be liable for any resulting advance or financing facilities created subject to profit at the rate determined by the Bank, and Clause 2 above shall apply. The Customer shall ensure that there are sufficient funds in the Customer’s account or prearranged financing to meet all payment instructions.

All instructions by a Customer shall remain effective for the protection of the Bank for payments made or instructions carried out in good faith in spite of death, bankruptcy or winding-up or the revocation of any such instructions by any means by the Customer, until written notice with documents evidencing such death, bankruptcy, winding-up or such revocation is received by the Bank.

### **Beyond Bank’s Control**

29. The Customer shall not hold the Bank responsible for any loss or damage which the Customer may suffer arising from any service failure due to breakdown or malfunction of any computer, network or equipment not under the control of the Bank attempted or actual acts of terrorism, outbreak of epidemics, acts of God or any circumstances beyond the Bank’s control.

### **Telecommunications**

30. (i) at the request of the Customer, the Bank is authorised to release information relating to the Customer's account, exchange rates or profit rates (subject to fluctuation) at its discretion via telephone, or telex. Information or rates given via telephone shall not be binding on the Bank unless subsequently confirmed by the Bank in writing;
- (ii) the Customer authorises the Bank to send any account information, updates and reminders pertaining to the Customer's account via short messaging service ("SMS") or multimedia messaging service ("MMS") to the Customer's mobile phone number according to Clause 3, including outstanding balance, available balance, financing limit (if any) and any other updates that the Bank may make available from time to time.
- (iii) The Bank is authorised to rely and act on the instructions received by the Bank from the Customer via telephone, mobile phone (including SMS or MMS sent from the Customer's mobile phone number according to Clause 3), electronic medium (i.e. online communications including but not limited to instructions received via mobile banking applications), telex (excluding instructions received for Credit Card-i accounts) or other means of telecommunication ("collectively, Telecommunication Instructions") and the Customer agrees that the Bank is authorised to treat any Telecommunication Instructions which the Bank believes came from the Customer (after taking reasonable steps to verify the identity of the person giving or the source of the Telecommunication Instructions) as fully authorised by the Customer and to rely and act on it, and the Bank shall not be liable for any loss suffered by the Customer if such Telecommunication Instructions did not in fact come from the Customer.

In spite of what is stated in this Clause, the Bank is not obliged to accept and act upon Telecommunication Instructions regarding:

- (a) change in account mandate;
- (b) change of authorised signatories;
- (c) grant of Power of Attorney to another person or entity;
- (d) payment instructions;
- (e) closure of account(s) and transfer of the remaining balance.
- (iv) The Customer agrees to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of the Bank acting on the Telecommunication Instructions which has been reasonably verified by the Bank. This indemnity shall continue in spite of any revocation of authorisation, termination of any service and/or closure of any account.
- (v) The Bank may at its discretion, introduce further security measures to ensure, as far as possible, that the Telecommunication Instructions have been authorised by the Customer.
- (vi) The Customer may revoke the authorisation in this Clause 30(i) or (ii) and/or Clause 30(iii) by written notice signed according to the account mandate and given to the branch of account.

### **Indemnity from Customer**

31. Where the Customer has undertaken to indemnify or reimburse the Bank, the indemnity and/or reimbursement obligation shall continue in spite of the termination of any service and/or closure of any account.

### **Legal Expenses**

32. The Customer agrees that:

- (i) all legal expenses incurred by the Bank for the recovery of any amount from the Customer under any credit facilities or account shall be borne by the Customer; and
- (ii) the judgment sum shall carry compensation charges at the rate(s) applicable to the financing facilities or account from the date of judgment to the date of full payment.

### **Conflict & Order of Priority**

33. If there is any inconsistency between these Generic Terms & Conditions, the applicable Specific Terms & Conditions and any account-related/Services-related documentation, the terms and conditions shall prevail in the following order: *(please refer to Clause 42 for the definition of "Services")*
- (i) Clauses 8, 9, 10, 14 and 42 of these Generic Terms & Conditions;
- (ii) the account-related/Services-related documentation;
- (iii) the applicable Specific Terms & Conditions; and
- (iv) lastly, all the other clauses of these Generic Terms & Conditions not specified in paragraph (i) above.

### Notices

34. Any statement, notice, communication or demand for which the manner of delivery is not specifically stated in these Generic Terms & Conditions, the applicable Specific Terms & Conditions or the Client Charter (available on the Bank's website at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my)):
- (i) that is required to be in writing, may be given by the Bank to the Customer at the Customer's address or email address or handphone number maintained in the Bank's records as follows:
    - (a) personal delivery which shall be taken to have been received at the time of delivery;
    - (b) ordinary/registered post (either AR or non-AR registered) or courier which shall be taken to have been received on the 3rd day after posting or the 3rd day after dispatch to the courier service provider, as the case may be, even though it may later be returned undelivered, or the Bank is not in receipt of the signed AR card or the Customer's acknowledgement of receipt; or
    - (c) email and electronic message shall be taken to have been received at the time of transmission;
  - (ii) posting on the Bank's website, and shall be taken to have been received immediately after such posting by the Bank.
    - (a) shall be given by the Customer to the Bank in writing by:
      - 1) delivery; or
      - 2) post;to the branch of account, and shall be received on the day of actual receipt by the Bank.

### No Waiver & No Assignment

35. (i) No act, omission, failure or delay by the Bank in exercising any power, right or remedy under these Generic Terms & Conditions shall be taken as a waiver by the Bank unless the waiver is confirmed by the Bank in writing. A single or partial exercise by the Bank of any power, right or remedy does not prevent further exercise or the exercise of any other power, right or remedy.
- (ii) The Customer is not allowed to assign or transfer any of the Customer's rights or obligations to any person unless with the Bank's prior written agreement.

### Illegality

36. Any term or condition in these Generic Terms & Conditions which is unenforceable shall not affect the remaining terms and conditions.

### Dormant Account

37. (i) An account with no customer initiated transaction (e.g. deposits or withdrawals) for a continuous period of 12 months (excluding those initiated by the Bank) shall be classified by the Bank as dormant. An account which is dormant for a continuous period of 7 years shall be classified as unclaimed monies and the account balance will be subsequently paid by the Bank into the government consolidated fund for unclaimed monies. The Customer will be required to apply directly to the consolidated fund for any return of the unclaimed funds.
- (ii) The Customer will not be able to transact on a dormant account until the Customer reactivates the account at the Bank's counter or Bank's Telebanking Centre with proper verification before the account is classified as unclaimed monies.

### Fraud

38. The Customer agrees to co-operate with the Bank and the police in trying to recover any losses resulting from the Bank acting on instructions which the Customer subsequently informs the Bank were not in fact given or authorised by the Customer. The Customer consents to the Bank disclosing information about the Customer and/or the Customer's account to the police or other third parties including in legal proceedings, if the Bank is of the view that it will help to prevent or recover losses.

### Fees, Charges & Rates

39. The Customer acknowledges that:
- (i) the applicable fees and charges are found in the Bank's Tariff and Charges on the Bank's website at <https://www.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/tariffs-and-charges.pdf> (as updated from time to time) and forms part of these Generic Terms & Conditions binding on the Customer, and that the Bank reserves the right to impose and/or revise from time to time such fees and charges as the Bank in its discretion sees fit, and to debit any account of the Customer with the applicable fees and charges; and

- (ii) the disclosure of profit and/or historical hibah rate for deposits are found on the Bank's website at <https://www.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/profit-rates.pdf> (as updated from time to time).

### **Jurisdiction**

40. The Customer submits to the non-exclusive jurisdiction of the courts in Malaysia.

### **Shariah Compliance**

41. All products and services offered by the Bank are certified to be Shariah compliant in accordance with the stated Shariah principles.

### **Definitions**

42. For the purpose of Clauses 8, 10, 14 and 33:

**"Authorities"** includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any member of the HSBC Group.

**"Compliance Obligations"** means obligations of the HSBC Group to comply with: (1) Laws or international guidance and internal policies or procedures, (2) any demand from Authorities or reporting, disclosure or other obligations under Laws, and/or (3) Laws requiring the Bank to verify the identity of customers.

**"Connected Person"** means a person or entity (other than the Customer) whose information (including Personal Data or Tax Information) is provided by, or on behalf of, the Customer to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of any accounts, products and/or Services. A "Connected Person" may include, but is not limited to, any guarantor or security provider, a shareholder, director or officer of a company, guarantor or security provider, partners or members of a partnership, office-bearers, any signatories, users, delegates or system administrators, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of the Customer, or any other persons or entities having a relationship to the Customer that is relevant to the Customer's relationship with the HSBC Group.

**"controlling persons"** means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

**"Customer Information"** means (1) Personal Data, (2) confidential information (including information about the Customer, the Customer's accounts, transactions and use of the Bank's products and Services, and the Customer's relationships with the HSBC Group) and/or (3) Tax Information of either the Customer or a Connected Person.

**"Financial Crime"** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

**"Financial Crime Risk Management Activity"** means detection, investigation, reporting and prevention of Financial Crime.

**"HSBC Group"** means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member(s) of the HSBC Group" has the same meaning.

**"Laws"** include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to the Bank or a member of the HSBC Group.

**"Personal Data"** means any information relating to an individual from which the individual can be identified including any expression of opinion about the individual.

**"Services"** includes financing and banking facilities, and other banking services.

**"substantial owners"** means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

**"Tax Authority"** means local or foreign tax, revenue or monetary authorities.

**"Tax Certification Forms"** means any forms or other documentation as may be issued or required

by a Tax Authority or by the Bank from time to time to confirm the tax status of the Customer or of a Connected Person.

**“Tax Information”** means documentation or information about the Customer’s tax status and the tax status of any owner, “controlling person”, “substantial owner” or beneficial owner of the Customer, that the Bank considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any member of the HSBC Group’s obligations to any Tax Authority. “Tax Information” includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification eCertification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

# Specific Terms & Conditions (October 2020) for HSBC Amanah Premier and HSBC Amanah Advance

These Specific Terms & Conditions (not applicable to credit cards-i) should be read together with the Generic Terms & Conditions and the Specific Terms & Conditions for Retail Banking and Wealth Management of the relevant account/product/service opened with or provided by HSBC Amanah.

\* All deposit products below are protected by PIDM up to RM250,000 for each depositor.

## 1. Premier and Advance Account-i

These accounts are based on the Shariah principle of Qard (Loan).

- a. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions. Returns generated from utilisation of deposits belongs solely to the Bank. The Bank undertakes to return the deposit to the Customer on demand.
- b. The Customer is required to maintain the account minimum eligibility criteria stated in [www.hsbcamanah.com.my/1/2/amanah/premier](http://www.hsbcamanah.com.my/1/2/amanah/premier) for HSBC Amanah Premier and [www.hsbcamanah.com.my/1/2/amanah/amanah-advance](http://www.hsbcamanah.com.my/1/2/amanah/amanah-advance) for HSBC Amanah Advance, as determined by the Bank which is subject to change from time to time ("Eligibility Criteria") for the account failing which a monthly account fee stated in the Bank's Tariff and Charges which can be viewed at the Bank's website shall be imposed.
- c. Any Hibah credited to the account was on the bank's sole discretion. It shall not be construed as an indicative Hibah nor give rise to any obligation on the part of HSBC Amanah to provide such Hibah in the future.
- d. The Customer confirms that the Customer has not been reported by any bank to the credit bureau set up by Bank Negara Malaysia, and acknowledges that the Bank has the right to close the account if the Customer is so reported.
- e. The Customer agrees not to:
  - write any notations on the face of a cheque, and if any are written, the Bank has the right to ignore the notations without being liable to the Customer;
  - make any changes on a cheque, and the Bank has the right to dishonour and return a cheque which the Bank views as having any changes, even if countersigned by the authorised signatories; and
  - issue cheques when there are insufficient funds in the account otherwise penalty charges for returned cheques due to insufficient funds as stated in the Bank's Tariff and Charges which can be viewed at <https://www.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/tariffs-and-charges.pdf> will be charged and debited to the account.
- f. (i) The Customer agrees that it is the Customer's responsibility to keep the cheque book secure (preferably locked) and under its sole control at all times, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer.  
(ii) The Customer agrees not to write cheques in a way which may allow the cheque to be tampered with or facilitates fraud, and to take precautionary measures such as, but not limited to:
  - using only non-erasable ink (not erasable ballpoint pens, pencils, electronic typewriter or any other instruments);
  - not leaving signed or unsigned cheques unattended;
  - not pre-signing cheques in blank; and
  - destroying completely spoilt cheques;failing which no liability shall attach to the Bank.
- g. The Customer acknowledges that a stop payment instruction may only be carried out if the cheque has not been presented for payment, and once carried out, cannot be reversed and:
  - the words "stop payment" will be stamped on the cheque;
  - re-presentation of the cheque is not allowed; and
  - handling fees and penalty charges (if the account has insufficient funds for the cheque) will be charged and debited to the account.

- h. The Customer agrees to check upon receipt, that:
- the Customer has received the correct number of cheque books;
  - each cheque book has the correct number of cheque leaves;
  - account details printed are correct; and
  - to read and carry out all the instructions printed on the inside front cover of the cheque book;
- and if the Customer fails to do any of it, the Bank shall not be liable for any loss suffered by the Customer.

## **2. Advance Link Account-i**

To be linked to the Advance Account-i

(Note: This Product has been discontinued. The terms herein apply to existing accountholders only)

This account is based on the Shariah principle of Qard (Loan).

- a. To open a Advance Link Account-i, the Customer must have:
- a Advance Account-i; and
  - registered and activated Online Banking.
- No debit card-i or cheque book will be issued. A maximum of 10 Advance Link Accounts-i can be set up for each Advance Account-i.
- b. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions. Returns generated from utilisation of deposits belongs solely to the Bank. The Bank undertakes to return the deposit to the Customer on demand.
- c. The Customer can personalise the Advance Link Account-i with a name of up to twenty-eight (28) characters which will appear on Online Banking for the Customer's reference only. The Customer agrees that the Advance Link Account-i is not constituted as a trust account and the Bank is not responsible to monitor that the Advance Link Account-i is used for its intended purpose (if it is reflected in the name of the account) and the Customer holds the Bank harmless from any claim and shall indemnify the Bank for any losses and damages arising from any such claim.
- d. Through Online Banking, the Customer must:
- select a time period from 6 to 120 months for the Advance Link Account-i ("Selected Tenure"); and
  - set up a monthly Standing Instruction ("SI") authorising the Bank to transfer a fixed sum from the Advance Account-i to the Advance Link Account-i on a specific date every month throughout the tenure.
- The Customer is only required to set up one SI for each Advance Link Account-i.
- e. The Customer can at anytime through Online Banking:
- vary the SI amount, provided the minimum SI amount is RM50;
  - vary the Selected Tenure;
  - transfer or deposit any additional amount into the Advance Link Account-i; or
  - transfer or withdraw any amount to the Advance Account-i, provided there is a minimum balance of RM20 in the Advance Link Account-i after the transfer/withdrawal.
- f. Any Hibah credited to the account was on the bank's sole discretion. It shall not be construed as an indicative Hibah nor give rise to any obligation on the part of HSBC Amanah to provide such Hibah in the future.
- g. The Customer may not withdraw money from the Advance Link Account-i directly but by transferring the requisite amount to the Advance Account-i through Online Banking and then withdrawing from the Advance Account-i, subject to its terms and conditions.
- h. Credit balances in the Advance Link Account-i are not available for payment of cheques issued under the linked Advance Account-i.
- i. The Customer agrees that the Bank will execute the SI every month. There will be no contribution to the Advance Link Account-i if the Bank cannot execute the SI due to insufficient funds in the Advance Account-i.
- j. If the Bank is unable to execute the SI for three (3) consecutive months, the Advance Link Account-i shall be closed on the day before the next SI is to be effected unless there are sufficient

funds in the linked Advance Account-i. On closure of the Advance Link Account-i, the balance in the Advance Link Account-i less any applicable fees shall be transferred to the Advance Account-i.

k. The Customer agrees that a Premature Account Closure Fee as stated in the Bank's Tariff and Charges on the Bank's website will be deducted from the Advance Link Account-i if it is prematurely closed prior to the expiration of the Selected Tenure due to:

(i) the Bank's inability to execute the SI within 3 months from account opening date in accordance with paragraph (c) above; or

(ii) the Customer failing to set up an SI within three (3) months from the date of opening of the Advance Link Account-i; or

(iii) the Customer closes the Advance Link Account-i before expiry of the Selected Tenure.

If there are insufficient funds in the Advance Link Account-i, the Customer authorises the Bank to deduct the Premature Account Closure Fee from the linked Advance Account-i or any other credit balance held with the Bank.

l. At the end of the Selected Tenure:

- the Advance Link Account-i will automatically be closed; and
- the credit balance less any fee will be transferred to the linked Advance Account-i.

### **3. Premier Junior Savers Account-i**

This account is based on the Shariah principle of Qard (loan)

- a. The Premier Junior Savers Account-i ("Junior Savers Account-i") is an exclusive savings account for children of Premier Customers under the age of 18 years old where:
  - a. the Premier Customer ("Parent") maintains the minimum Premier eligibility criteria ("Eligibility Criteria"); and
  - b. a minimum initial deposit as determined by the Bank is maintained in the Junior Savers Account-i.
- b. The Eligibility Criteria may be updated from time to time and can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my). The Bank reserves the right to close the Junior Savers Account-i if the Parent fails to maintain the Eligibility Criteria.
- c. The Junior Savers Account-i is an account held on trust by the Parent for the benefit of the Parent's nominated child ("the Child"),
- d. The Parent deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions. Returns generated from utilisation of deposits belongs solely to the Bank. The Bank undertakes to return the deposit to the Parent on demand.
- e. A Parent may open multiple Junior Savers Accounts-i but the Junior Savers Account-i can only be opened for one (1) Child per Parent per account.
- f. The Junior Savers Account-i is not a joint account even though the Bank will maintain records for both the Parent and the Child. The Junior Savers Account-i shall be operated by the Parent, and the Bank shall act on the instructions of the Parent in relation to the account operations and shall not accept instructions from the Child (except for limited ATM and POS as below mentioned).
- g. The Parent may close the Junior Savers Account-i without the Child in attendance prior to the Child attaining the age of 18 years old. Upon the Child attaining the age of 18 years old, the Parent and Child are both required to close and withdraw all funds in the Junior Savers Account-i in person. Subsequently, the Child can choose to open a new Premier Account-i with the Bank in his/her sole name or joint name with the Parent provided the Eligibility Criteria is met.
- h. Upon the Child attaining the age of 12, the Parent may apply for a debit card-i for the Child's use and to be issued in the Child's name.
- i. The Parent agrees that the Bank is not responsible to monitor that the Junior Savers Account-i is used for its intended purpose by the Parent and/or the Child and the Parent holds the Bank harmless from any claim and shall indemnify the Bank for any losses and damages arising from any such claim except where losses and damages are directly attributable to the Bank's negligence or default.
- j. In the event the Parent's Premier Account(s) is closed for any reason whatsoever, the Junior Savers Account-i will consequently be closed and the balance in the Junior Savers Account-i less any fee will be returned to the Parent as the trustee.

- k. The Parent agrees that the Bank may disclose information on the Junior Savers Account-i to the Child.
- l. A composite statement for the Junior Savers Account(s)-i will be issued to the Parent and a standalone statement will be issued to the Child at such intervals selected by the Parent upon request by the Parent.
- m. Any Hibah credited to the account was on the bank's sole discretion. It shall not be construed as an indicative Hibah nor give rise to any obligation on the part of HSBC Amanah to provide such Hibah in the future.
- n. If the Junior Savers Account-i is still not closed when the Child has reached the age of 24 years, the Bank has the right to close the Junior Savers Account-i. In such an event, the monies will be transferred to the Parent's active sole Premier Account/-i maintained with the Bank and if there is no such active account, the monies will be forwarded to the Parent as the trustee.
- o. In the event of death of the Parent or the Child, the Bank must be notified immediately. The Bank shall close the Account upon any such death.
  - (i) In the event of death of the Child, funds in the Account will be paid to or to the order of the Parent.
  - (ii) In the event of death of the Parent, funds in the Account will be paid as follows:
    - where the Child has reached the age of majority (18 years of age), to the Child or any authorized representative of the Child;
    - where the Child has not reached the age of majority (below 18 years of age), to the legal guardian of the Child.
- p. The Bank shall be entitled to withhold payment of funds in the Account without liability to give Hibah after account closure.

#### **4. Services - HSBC Amanah Premier**

##### **a. HSBC Amanah Premier Services**

HSBC Amanah Premier Services ("Premier Services") are offered exclusively to Customers who satisfy the Eligibility Criteria for HSBC Amanah Premier. A description of the Premier Services can be:

- found in the HSBC Amanah Premier Welcome Pack; and
- viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my); and
- shall form part of and be read with these Terms and Conditions.

##### **b. Cheque Protection Facility**

(i) The Cheque Protection facility (by way of cheque issuance of up to RM500):

- is an overnight excess allowed by the Bank;
- must be regularised by the end of the next banking day;
- is subject to the Bank's customary overriding right of payment on demand; and
- may be withdrawn at the discretion of the Bank which includes in the event of unsatisfactory conduct of account which includes cheque returns or failure to regularise excesses as required above.

(ii) The Customer accordingly holds the Bank free from all liability and agrees to indemnify the Bank against any actions, legal proceedings, claims and/or demands, cost, loss and expenses that may arise in connection with such withdrawal.

##### **c. Account Statements**

A consolidated monthly account statement shall be issued to the Customer and:

- sent in hard copy; or
- made available in electronic format for download; and
- shall consist of information on accounts held in the Customer's name at the Bank or third party products/services/investments marketed by the Bank.

##### **d. Re-designation, etc of Premier Accounts-i**

(i) The Bank may, at its discretion allocate, vary, withdraw, re-designate, convert, ("re-designation/re-designate") any or all of the HSBC Amanah Premier Accounts-i, if the Eligibility Criteria are not complied with, or for any other reasons the Bank in good faith views reasonable. The Customer in retaining any one or more of the services shall continue to be governed by the

respective Terms and Conditions.

- (i) If the Customer does not maintain the Eligibility Criteria as determined by the Bank for the HSBC Amanah Premier Account-i for a consecutive 12 months, the Bank has the discretion to downgrade the HSBC Amanah Premier Account-i to any other account automatically ("auto-conversion/auto-convert").
  - (ii) If the Bank exercises its discretion to re-designate/auto-convert, the Bank shall provide reasonable prior notice to the Customer before the Bank adjusts and/or vary the features currently enjoyed by the Customer. If the Customer does not agree with such re-designation/auto-conversion, the Customer shall be given a reasonable time frame to terminate the affected account.
  - (iii) Following a re-designation/auto-conversion, the applicable provisions of these Specific Terms and Conditions and other terms and conditions governing the use of any features terminated shall continue to bind the Customer until all obligations and liabilities owing by the Customer to the Bank with respect to such features have been fully paid and satisfied. All applicable provisions of these Specific Terms and Conditions and other terms and conditions governing the use of any new or additional features/account that the Customer shall enjoy as a result of the variation shall immediately become binding on the Customer.
  - (iv) The Premier Debit Card-i and/or Premier World Mastercard Credit Card-i which can only be held together with an HSBC Amanah Premier Account-i shall no longer be operational and shall be cancelled/terminated on the date as specified in the notice of re-designation/auto-conversion by the Bank to the Customer. The Premier Debit Card-i and/or Premier World Mastercard Credit Card-i must be destroyed by the Customer and the outstanding amounts shall become immediately due and payable in full to the Bank on the date of re-designation/auto-conversion.
  - (v) The Bank cannot be held liable or responsible for any loss incurred by or inconvenience to a Customer as a result of any re-designation/auto-conversion and this shall include without limitation, any loss incurred by or inconvenience to a Customer as a result of the granting, termination, cancellation or adjustment of any features in connection therewith.
  - (vi) For avoidance of doubt, should the Customer requests to close/re-designate his/her HSBC Amanah Premier Account-i, the Premier Debit Card-i and/or Premier World MasterCard Credit Card-i will be terminated immediately, and any Debit Card-i/Credit Card-i issued to the HSBC Amanah Premier Account-i must be destroyed by the Customer and any outstanding balances shall become immediately due and payable in full to the Bank on the date of account closure/re-designation. The Customer shall remain liable to the Bank for any recurring transactions billed into his/her account-i, Debit Card-i and/or Credit Card-i resulting from existing standing instructions/ payment arrangements notwithstanding the termination. It is the Customer's sole duty and obligation to cancel or transfer such standing instructions/payment arrangements to another medium of payment before the Customer requests to close/re-designate his/her Amanah Premier Account-i.
- e. Premier Facilities
- The provision of internet and meeting room facilities (the "Facilities") at the Bank's and HSBC Bank Malaysia Berhad's ("HSBC") selected branches are for the convenience of the Customer. The Bank and/or HSBC shall not be directly or indirectly responsible or liable for:
- (i) any delays, errors or malfunction in the transmission or receipt of messages sent via the facsimile or internet facilities; or
  - (ii) any loss, damage or injury caused to the Customer during the Customer's use of the Facilities; or
  - (iii) any acts/omissions of the Customer in using the Facilities, as they do not represent the Bank's or HSBC's endorsement of such acts/omissions of the Customer.
- f. Emergency Encashment Service
- The Customer agrees and acknowledges that:
- the Bank is authorised to debit the Customer's account(s) with an equivalent amount of any withdrawal made through the Emergency Cash Service; and
  - if this causes the Customer's account(s) to be overdrawn, a minimum fixed service charge which is not compounding shall be payable on demand.
- g. HSBC Amanah Premier World Mastercard Credit Card-i Services supported by Mastercard International Incorporated
- (i) Mastercard International Incorporated ("Mastercard"), its agents and third party service providers appointed by Mastercard or otherwise also provide selected credit card-i services to HSBC

Premier/ HSBC Amanah Premier credit cardholders (“the Cardholder”).

- (ii) The Cardholder agrees that the Bank:
- shall not be liable for any actions, claims, losses, damages or liabilities of whatever nature arising out of any act or omission of Mastercard or its agents or third party service providers; and
  - does not give any warranty as to the provision of services by the Global Service Assistance Centre or any third party service providers.
- (iii) The Cardholder also agrees that the Cardholder is responsible for all charges incurred for the provision of services by Mastercard, its agents and/or third party service providers including physicians, hospitals, clinics, lawyers, ticket brokers, luxury shops and any other entity providing assistance, goods or services pursuant to a referral by Mastercard or its agent to the Cardholder.
- (iv) These services or any part thereof may be varied, suspended or withdrawn by Mastercard from time to time. The Bank shall not be liable in any way for any loss, damage or liability arising as a result of the variation, suspension or withdrawal of all or any part of the services provided.

## 5. Services - HSBC Amanah Advance

- a. HSBC Amanah Advance Services
- HSBC Amanah Advance Services (“Advance Services”) are offered exclusively to Customers who satisfy the Eligibility Criteria for HSBC Amanah Advance. A description of the Advance Services can be:
- found in the HSBC Amanah Advance e-Welcome Pack; and
  - viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my); and
  - shall form part of and be read with these Terms and Conditions.
- b. Cheque Protection Facility
- (i) The Cheque Protection facility (by way of cheque issuance of up to RM200):
- is an overnight excess allowed by the Bank;
  - must be regularised by the end of the next banking day;
  - is subject to the Bank’s customary overriding right of payment on demand; and
  - may be withdrawn at the discretion of the Bank which includes in the event of unsatisfactory conduct of account which includes cheque returns or failure to regularise excesses as required above.
- (ii) The Customer accordingly holds the Bank free from all liability and agrees to indemnify the Bank against any actions, legal proceedings, claims and/or demands, cost, loss and expenses that may arise in connection with such withdrawal.
- c. Account Statements
- A consolidated monthly account statement shall:
- be made available in hard copy form or electronic format for download (“E-Statement”); and
  - shall consist of information on accounts held in the Customer’s name at the Bank or third party products/services/investments marketed by the Bank.
  - The E-statement may be sent to the Customer via electronic mail to the Customer’s e-mail address last known to the Bank or through Online Banking if the Customer is a registered user.
- d. Re-designation, etc of Advance Accounts-i
- (i) The Bank may, at its discretion allocate, vary, withdraw, re-designate, convert, (“re-designation/ re-designate”) any or all of the HSBC Amanah Advance Account-i, if the Eligibility Criteria are not complied with, or for any other reasons the Bank in good faith views reasonable. The Customer in retaining any one or more of the services shall continue to be governed by the respective Terms and Conditions.
- (ii) If the Customer does not maintain the Eligibility Criteria as determined by the Bank for the HSBC Amanah Advance Account-i for a consecutive 12 months, the Bank has the discretion to downgrade the HSBC Amanah Advance Account-i to any other account automatically (“auto- conversion/auto-convert”).

- (iii) If the Bank exercises its discretion to re-designate/auto-convert, the Bank shall provide reasonable prior notice to the Customer before the Bank adjust and/or vary the features currently enjoyed by the Customer. If the Customer does not agree with such re-designation/auto-conversion, the Customer shall be given a reasonable time frame to terminate the affected account.
  - (iv) Following a re-designation/auto-conversion, the applicable provisions of these Specific Terms and Conditions and other terms and conditions governing the use of any features terminated shall continue to bind the Customer until all obligations and liabilities owing by the Customer to the Bank with respect to such features have been fully paid and satisfied. All applicable provisions of these Specific Terms and Conditions and other terms and conditions governing the use of any new or additional features/account that the Customer shall enjoy as a result of the variation shall immediately become binding on the Customer.
  - (v) The Advance Debit Card-i and/or Amanah MPower Platinum Credit Card-i which can only be held together with an HSBC Amanah Advance Account-i shall no longer be operational and shall be cancelled/terminated on the date as specified in the notice of re-designation/auto-conversion by the Bank to the Customer. The Advance Debit Card-i and/or Amanah MPower Platinum Credit Card-i must be destroyed by the Customer and the outstanding amounts shall become immediately due and payable in full to the Bank on the date of re-designation/auto-conversion.
  - (vi) The Bank cannot be held liable or responsible for any loss incurred by or inconvenience to a Customer as a result of any re-designation/auto-conversion and this shall include without limitation, any loss incurred by or inconvenience to a Customer as a result of the granting, termination, cancellation or adjustment of any features in connection therewith.
  - (vii) For avoidance of doubt, should the Customer requests to close/re-designate his/her HSBC Amanah Advance Account-i, the Advance Debit Card-i and/or Amanah MPower Platinum Credit Card-i will be terminated immediately, must be destroyed the Customer and any outstanding balances shall become immediately due and payable in full to the Bank on the date of account closure/re- designation. The Customer shall remain liable to the Bank for any recurring transactions billed into his/her account-i, Debit Card-i and/or Credit Card-i resulting from existing standing instructions/ payment arrangements notwithstanding the termination. It is the Customer's sole duty and obligation to cancel or transfer such standing instructions/payment arrangements to another medium of payment before the Customer requests to close/re-designate his/her Amanah Advance Account-i.
- e. Emergency Encashment Service
- The Customer agrees and acknowledges that:
- the Bank is authorised to debit the Customer's account(s) with an equivalent amount of any withdrawal made through the Emergency Cash Service; and
  - if this causes the Customer's account(s) to be overdrawn, a minimum fixed service charge which is not compounding shall be payable on demand.

# Specific Terms & Conditions (October 2020)

## for Retail Banking and Wealth Management

These Specific Terms & Conditions (not applicable to credit cards-i) should be read together with the Generic Terms & Conditions.

\*All deposit products below are protected by PIDM up to RM250,000 for each depositor.

### 1. Amanah Passbook Savings Account-i

*(Note: This Product has been discontinued. The terms herein apply to existing accountholders only)*

This account is based on the Shariah principle of Qard (loan).

- a. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions. Returns generated from utilisation of deposits belongs solely to the Bank. The Bank undertakes to deliver the deposit to the Customer on demand.
- b. All terms and conditions appearing in the passbooks shall form part of these Specific Terms & Conditions.
- c. A minimum initial deposit as determined by the Bank is required.
- d. Any Hibah credited to the account was on the bank's sole discretion. It shall not be construed as an indicative Hibah nor give rise to any obligation on the part of HSBC Amanah to provide such Hibah in the future.
- e. The Customer will be given a passbook which must be presented for withdrawals at the counter and the Customer must check that the correct entry has been recorded in the passbook before leaving the counter.

The Customer cannot make any entry in the passbook and should present the passbook to the Bank as and when required by the Bank to update any unposted entries.

The Customer agrees to examine the passbook to ensure that every transaction has been properly recorded in the passbook.

- f. The passbook:
  - is for the Customer's reference only;
  - may not necessarily indicate the correct balance in the account as transactions may have been made without entry in the passbook;
  - is not transferable or assignable; and
  - cannot be pledged as security.
- g. The Customer agrees that it is the Customer's responsibility to keep the passbook secure and under its sole control at all times, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer.

If the passbook is lost, the Customer must:

  - notify the Bank immediately; and
  - furnish the Bank with a signed letter of indemnity in the Bank's required format (stamp duty to be borne by the Customer);

before a new passbook can be issued and the Customer agrees that a fee for issuance of a new passbook as stated in the Bank's Tariff and Charges which can be viewed at [the Bank's website](#) shall be imposed.
- h. The Customer agrees that fees and charges stated in the Bank's Tariff and Charges shall be imposed.
- i. Account statements in hard copy form or electronic format ("E-statement") shall be issued to the Customer on a quarterly basis. The E-statement may be sent to the Customer via electronic mail

to the Customer's e-mail address last known to the Bank or through Online Banking if the Customer is a registered user.

## 2. Amanah Statement Savings Account-i

(Note: This Product has been discontinued. The terms herein apply to existing accountholders only)  
This account is based on the Shariah principle of Qard (loan).

- a. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions. Returns generated from utilisation of deposits belongs solely to the Bank. The Bank undertakes to deliver the deposit to the Customer on demand.
- b. A minimum initial deposit as determined by the Bank is required.
- c. Account statements in hard copy form or electronic format ("E-statement") shall be issued to the Customer on a quarterly basis. The E-statement may be sent to the Customer via electronic mail to the Customer's e-mail address last known to the Bank or through Online Banking if the Customer is a registered user.
- d. Any Hibah credited to the account was on the bank's sole discretion. It shall not be construed as an indicative Hibah nor give rise to any obligation on the part of HSBC Amanah to provide such Hibah in the future.
- e. The Customer agrees that fees and charges stated in the Bank's Tariff and Charges which can be viewed at [the Bank's website](#) shall be imposed.

## 3. Junior TopRate Statement Savings Account-i

This account is based on the Shariah principle of Qard (loan).

The Junior TopRate Statement Savings Account ("the Account") is an account held in trust by the Parent ("Parent") for the benefit of the Child ("Child").

- a. The Parent who holds the Account on trust for the benefits of the Child, deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions. Returns generated from utilisation of deposits belongs solely to the Bank. The Bank undertakes to deliver the deposit to the Parent on demand.
- b. The Account may only be opened with one (1) Child per Parent per account. However, a Parent may open multiple Junior TopRate Statement Savings Account-i(s) with other children.
- c. The Child must be a child under the age of 18 years old.
- d. The Account is not a joint account even though the Bank will maintain records for both the Parent and the Child.
- e. A minimum initial deposit of RM1.00 is required.
- f. Withdrawal from the Account is restricted to one (1) withdrawal per calendar month. This withdrawal limit is inclusive of over-the-counter withdrawals and transfers via Internet Banking.
- g. The Account shall be operated by the Parent, and the Bank shall act on the instructions of the Parent in relation to the Account (including, without limitation, instructions for withdrawal or payment out of, the Account) and shall not accept instructions from the Child. The Parent may close the Account without the Child in attendance prior to the Child attaining the age of 18 years old. Upon the Child attaining the age of 18 years old, the Parent and Child are both required to close and withdraw all funds in the Account in person. Subsequently, the Child can choose to open a new account with the Bank in his/her sole name or joint name with the Parent provided the eligibility criteria is met.
- h. The Parent agrees that the Bank may disclose information on the Account to the Child.
- i. No debit card, passbook, cheque book or overdraft facility will be issued for the Account. However, upon request, the Parent may register for Online Banking services.
- j. Account statements in hard copy form or electronic format ("E-Statement") shall be issued and sent to the Parent on a quarterly basis. The E-statement may be sent to the Parent via electronic mail to the Parent's e-mail address last known to the Bank or through Online Banking if the Parent is a registered user.

- k. Any Hibah credited to the account shall be on the Bank's sole discretion. It shall not be construed as an indicative Hibah nor give rise to any obligation on the part of the Bank to provide such Hibah the future.

#### 4. Amanah Basic Savings Account-i

This account is based on the Shariah principle of Qard (loan).

- a. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions. Returns generated from utilisation of deposits belongs solely to the Bank. The Bank undertakes to deliver the deposit to the Customer on demand.
- b. Account 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 or sent to the Customer in electronic format to the Customer's e-mail address last known to the Bank or through Online Banking if the Customer is a registered user.
- 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 the account at all times.
- d. Any Hibah credited to the account was on the bank's sole discretion. It shall not be construed as an indicative Hibah nor give rise to any obligation on the part of HSBC Amanah to provide such Hibah in the future
- e. The Customer agrees that fees and charges stated in the Bank's Tariff and Charges which can be viewed at [the Bank's website](#) shall be imposed.

#### 5. Amanah Current and Basic Current Account-i

This account is based on the Shariah principle of Qard (loan).

- a. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions. Returns generated from utilisation of deposits belongs solely to the Bank. The Bank undertakes to deliver the deposit to the Customer on demand.
- b. The Customer confirms that the Customer has not been reported by any bank to the credit bureau set up by Bank Negara Malaysia, and acknowledges that the Bank has the right to close the account if the Customer is so reported.
- c. The Customer agrees to check upon receipt, that:
  - the Customer has received the correct number of cheque books;
  - each cheque book has the correct number of cheque leaves;
  - account details printed are correct; and
  - to read and carry out all the instructions printed on the inside front cover of the cheque book; and if the Customer fails to do any of it, the Bank shall not be liable for any loss suffered by the Customer.
- d. The Customer agrees that it is the Customer's responsibility to keep the cheque book secure (preferably locked) and under its sole control at all times, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer. The Customer agrees not to write cheques in a way which may allow the cheque to be tampered with or facilitates fraud, and to take precautionary measures such as, but not limited to:
  - using only non-erasable ink (not erasable ballpoint pens, pencils, electronic typewriter or any other instruments);
  - not leaving signed or unsigned cheques unattended;
  - not pre-signing cheques in blank; and
  - destroying completely spoilt cheques;failing which no liability shall be attached to the Bank.
- e. The Customer agrees:
  - not to write any notations on the face of a cheque, and if any are written, the Bank has the right to ignore the notations without being liable to the Customer; and
  - not to make any changes on a cheque, and the Bank has the right to dishonour and return a

cheque

which the Bank views as having any changes, even if countersigned by the authorised signatories.

- f. The Customer agrees not to issue cheques when there are insufficient funds in the account. Penalty charges for returned cheques due to insufficient funds as stated in the Bank's Tariff and Charges which can be viewed at [the Bank's website](#) will be charged and debited to the account.
- g. The Customer acknowledges that a stop payment instruction may only be carried out if the cheque has not been presented for payment, and once carried out, cannot be reversed and:
  - the words "stop payment" will be stamped on the cheque;
  - re-presentation of the cheque is not allowed; and
  - handling fees and penalty charges (if the account has insufficient funds for the cheque) will be charged and debited to the account.
- h. Account statements in hard copy form or electronic format ("E-statement") shall be issued to the Customer on a monthly basis or such other permitted intervals determined by the Bank. The E-statement may be sent to the Customer via electronic mail to the Customer's e-mail address last known to the Bank or through Online Banking if the Customer is a registered user.
- i. Overdrawing is not allowed under the account. In the event of an unauthorised overdrawing, the Bank shall be entitled to debit the account or any other account of the Customer with the Bank for the amount overdrawn.
- j. 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.
- k. The Customer agrees that fees and charges stated in the Bank's Tariff and Charges which can be viewed [at](#) the Bank's website shall be imposed.

## 6. Term Deposit-i

This account is based on the Shariah principle of Commodity Murabahah (Commodity Trade with disclosed cost and profit).

- a. A minimum deposit amount in Ringgit or foreign currency shall be as determined by the Bank.
- b. Duration of placement is subject to a minimum of 1 month and a maximum of 60 months. Placement by cheque is subject to clearance of the cheque.
- c. On placement, the deposit must be debited from the Customer's savings/current account and information on the deposit will be included in the Customer's account statement. The Customer consents to the Bank utilising any part of the deposit placed for investment purposes before the execution of Commodity Murabahah Transactions.
- d. Commodity Murabahah Transactions  
The Customer shall enter into purchase and sale transactions for Shariah compliant commodities ("**Commodity Murabahah Transactions**") on the next Trading Day.
- e. The Customer agrees that the Bank shall act as an agent of the Customer only for the Commodity Murabahah Transactions, and the agency shall be terminated if the deposit is withdrawn.
- f. The Bank may undertake the role as agent for more than one Customer and will execute the role for each Customer independently.
- g. The Bank as the Customer's agent shall in good faith, perform transactions to:
  - purchase the commodity on cash basis ("**Purchase Transactions**"); and
  - sell the commodity on deferred payment basis to the Bank ("**Sale Transactions**") at the Murabahah Sale Price (deposit plus profit) where profit is calculated as follows:  
$$\text{Profit} = \text{Deposit} \times \text{Rate} \times \text{Number of days} / 365 \text{ or } 366 \text{ days.}$$
- h. The Bank may sell the commodity to any third party after purchasing the commodity from the Customer in the Sale Transaction.
- i. "Trading Day" refers to a day other than Saturdays and Sundays and on which Bursa Suq Al-Sila (or such other commodities exchange that the Bank may use) is open for trading.
- j. Any brokerage fee or costs involved in the Purchase Transactions shall be paid by the Bank.
- k. The Customer agrees to indemnify the Bank against all actions, claims, demands, liabilities, losses,

damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of acting as the Customer's agent in the Commodity Murabahah Transactions or for any breach of the Customer's obligations except in the event of misconduct, negligence or breach of specified terms. This indemnity shall continue in spite of the termination of the Bank's agency.

- l. The Bank shall pay the Customer:
- For placements below 12 months, the deposit and profit on the maturity date of the deposit; and
  - For placements 12 months and above, the deposit on the maturity date and profit at six monthly intervals until the maturity date and if the last period to maturity is less than six months, profit shall be based on the actual remaining number of months to the maturity date.

The Bank may at its discretion, also pay profit at monthly intervals.

- m. The placement advice only serve as a record of transaction and is not required to be presented during withdrawal.

- n. Premature withdrawal of the deposit

If the Customer withdraws the deposit before the maturity date, the Customer agrees that the Bank shall be entitled for a rebate equivalent to:

- For deposits 3 months and below: profit from the Murabahah Sale Price; and
- For deposits above 3 months: half of the profit for the completed months plus the profit for the uncompleted months.

The rebate shall be deducted from the Murabahah Sale Price.

- o. The Bank may at its discretion pay the Murabahah Selling Price to the Customer at a date before the maturity of the deposit, in which case profit shall be paid in proportion to the number of days the deposit was held. If the maturity date of the Term Deposit-i should fall on a non-business day, the principal and profit shall be credited to the Customer's account on the next business day. The Bank may grant a discretionary Hibah in addition to the agreed sale price.
- p. All deposits shall be automatically renewed for the same period on maturity date, unless instructions in writing or via channels made available by the Bank are received by the Bank from the Customer beforehand. Paragraphs (c) to (g) above shall apply to each renewal. The Customer has the right to give and/or to amend any instructions up to the maturity date.
- q. The Customer agrees that on the maturity or withdrawal, the deposit and/or profit shall be credited to the same account from which the deposit originated.

## **Foreign Currency (FCY) Accounts-i**

### **7. FCY Savings Account-i**

This account is based on the Shariah principle of Qard (loan) and Bai' al-Sarf (Currency Exchange).

- a. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions. Returns generated from utilisation of deposits belongs solely to the Bank. The Bank undertakes to deliver the deposit to the Customer on demand.
- b. When a currency conversion/exchange takes place within the account, Bai' al-Sarf rulings apply where the relationship between customer and the bank is buyer and seller of the respective currencies.
- c. A minimum initial deposit as determined by the Bank is required.
- d. Any Hibah credited to the account was on the bank's sole discretion. It shall not be construed as an indicative Hibah nor give rise to any obligation on the part of HSBC Amanah to provide such Hibah in the future.
- e. The Customer must open or have a Ringgit account with the Bank/HSBC Bank to convert:
- Ringgit to the required foreign currency to be credited to the account (Where the Ringgit account is with the Bank, the Bank is the seller and the Customer is the buyer of the foreign currency); or
  - foreign currency into Ringgit (The Bank is the buyer and the Customer is the seller of the foreign currency);

as cash deposit/withdrawal is not allowed, and information relating to this account will be included in the account statement for the said Ringgit account.

- f. For transfer of funds which requires cross currency conversion to be made from foreign currency A to foreign currency B, the Bank is the buyer of foreign currency A and the Customer is the seller of the foreign currency A.

- g. The rate of exchange for any conversion of currency is based on the Bank's prevailing spot rate and any settlement (save for circumstances beyond the Bank's control as described in GTC Clause 29) shall be done on immediate basis.
- h. The Customer acknowledges that the operation of the account is subject to the prevailing Foreign Exchange Policy. For more information on Foreign Exchange Policy and how it impacts the Customer refer to the following link  
<https://cdn.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/investments/notice-of-changes/2020-oct-bnm-foreign-exchange.pdf>
- i. The Customer agrees that if the amount deposited exceeds any limit prescribed by the Foreign Exchange Policy, the Bank may debit the account, convert the excess into Ringgit at the Bank's prevailing spot buying rate and credit the Customer's Ringgit account with the Bank.
- j. The Customer acknowledges that the amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise except with the prior written consent of the Bank.
- k. The Bank may impose fees and charges at its discretion and as stipulated in the Bank's Tariff and Charges which can be viewed at [the Bank's website](#).

### **8. FCY Term Deposit-i**

This account is based on the Shariah principle of Commodity Murabahah (Commodity Trade with disclosed cost and profit).

- a. Commodity Murabahah Transactions  
The Customer shall enter into purchase and sale transactions for Shariah compliant commodities ("Commodity Murabahah Transactions") to place the deposit.
- b. The Customer must open or have:
  - a Ringgit account to convert Ringgit to the required foreign currency for the placement of the deposit; and
  - a savings/current account in the same foreign currency for the withdrawal of the deposit;
 as cash deposit/withdrawal in foreign currency is not allowed, and information relating to this account will be included in the account statement for the said Ringgit account.
- c. The Customer acknowledges that foreign currency deposits in currency other than USD, GBP and EUR:
  - the Purchase Transaction will be effected on receipt of value of the foreign currency; and
  - written disposal instructions must be received by the Bank 2 banking days before maturity date, if not the deposit will be automatically renewed for the same period on maturity date.
- d. The Customer agrees that:
  - profit shall be paid on maturity of the deposit; and
  - deposits may not be withdrawn before the maturity date and if exceptionally allowed, no profit is payable on the deposits and the Customer agrees that the Bank shall be entitled for a rebate equivalent to:
    - For deposits held 3 months and below: profit from the Murabahah Sale Price; or
    - For deposits held above 3 months: half of the profit for the completed months plus the profit for the uncompleted months.
    - The rebate will be deducted from the Murabahah Sale Price.
  - duration of placement is limited to 1, 3, 6, 9 or 12 months only; and
  - on maturity or withdrawal, the deposit and/or profit shall be credited to the same foreign currency savings/current account from which the deposit originated.
- e. The Customer acknowledges that the amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise except with the prior written consent of the Bank.
- f. The Term Deposit-i terms and conditions in paragraphs (a), (c) to (i) and (l) to (n) also apply.

### **9. Everyday Global Account-i**

This account is based on the Shariah principle of Qard (loan) and Bai' al-Sarf. (Currency Exchange)

- a. The Everyday Global Account-i is a multi-currency savings account offering a few foreign currencies and Ringgit Malaysia in one account. The availability of the currencies will be made known in [hsbcamanah.com.my](https://www.hsbcamanah.com.my). A multi-currency Everyday Global Debit Card-i will be issued for Everyday Global Accountholder(s).
- b. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions. Returns generated from utilisation of deposits belongs solely to the Bank. The Bank undertakes to return the deposit to the Customer on demand.
- c. When a currency conversion/exchange takes place within the account, Bai' al-Sarf rulings apply where the relationship between customer and the bank is buyer and seller of the respective currencies. The rate of exchange for any conversion of currency is based on the Bank's prevailing spot rate.
- d. The Bank may impose fees and charges at its discretion and as stipulated in the Bank's Tariff and Charges which can be viewed at **the Bank's website**.
- e. (i) Cash deposit/withdrawal within Malaysia is allowed only for Ringgit Malaysia;  
(ii) Cash withdrawal in any foreign currency is only allowed outside of Malaysia;  
  
(iii) Cash deposits in any foreign currency within or outside Malaysia is not allowed.
- f. No passbook or cheque book will be issued for the Everyday Global Account-i.
- g. When the Customer uses the Everyday Global Debit Card-i for ATM withdrawal or purchase transactions outside Malaysia, such transaction shall be charged in the official currency of the country where the Everyday Global Debit Card-i is used, and the Bank shall debit the account with the amount of the debit card transaction in the currency it was performed, if such currency is held in the account and where there are sufficient credit balances in the foreign currency intended in the account.
- h. Where a currency is held/ supported, and if there are insufficient funds in the foreign currency intended, the entire transaction amount shall be automatically converted into Ringgit Malaysia at the Bank's prevailing exchange rate at such times and the amount will be debited from the Ringgit Malaysia account balances, subject to sufficient credit balances.
- i. Where a currency is not supported in the foreign currency intended, the Customers agrees that the transaction shall be debited to the account after conversion to Ringgit Malaysia, subject to sufficient credit balances, at the exchange rate determined by Visa International (for VISA operated ATMs and terminals) or by HSBC (for HSBC Group ATM Network), plus administration charges, on the date of conversion. ATM Operator Fees may be incurred at non-HSBC ATMs.
- j. Any ATM withdrawal and debit card purchase transactions shall be declined if there is insufficient funds in the Ringgit Malaysia credit balances.
- k. The Customer acknowledges that foreign currency deposits in currency other than USD, GBP, HKD, SGD and EUR will receive value 2 banking days after the date of deposit via transfer.
- l. The Customer acknowledges that the amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise except with the prior written consent of the Bank.
- m. Any Hibah credited to the account was on the Bank's sole discretion. It shall not be construed as an indicative Hibah nor give rise to any obligation on the part of the Bank to provide such Hibah in the future.
- n. The Customer acknowledges that the operation of the account is subject to the prevailing **Foreign Exchange Policy**. For more information on **Foreign Exchange Policy** and how it impacts the Customer refer to the following link:  
  
<https://cdn.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/investments/notice-of-changes/2020-oct-bnm-foreign-exchange.pdf>
- o. The Customer agrees that if the amount deposited exceeds any limit prescribed by the **Foreign Exchange Policy**, the Bank may debit the account, convert the excess into Ringgit at the Bank's prevailing spot buying rate and credit the Customer's Ringgit account with the Bank.

- p. In the event of any inward remittance to the Everyday Global Account-i of any currency where the access is not yet opened, the Bank reserves the right to convert and place the deposit in Ringgit Malaysia denominated currency without the Customer's prior consent.

# Cardholder Agreement

This Cardholder Agreement is available on HSBC Amanah Malaysia Berhad's ("HSBC Amanah") website at [http://www.hsbcamanah.com.my/card\\_TC](http://www.hsbcamanah.com.my/card_TC).

**IMPORTANT!** Please take time to read and understand this Cardholder Agreement before using your HSBC Amanah Credit Card-i as this Cardholder Agreement (including its appendices) is binding on you upon usage of the Credit Card-i. If there are any terms that you do not understand, please discuss further with the Bank's staff, authorized representative or agent before activating and using your HSBC Amanah Credit Card-i.