

Amended Cardholder Agreement which forms part of the HSBC Amanah Malaysia Berhad (“HSBC Amanah”) Universal Terms and Conditions

15 July 2019

Dear Valued Customers,

We are pleased to inform that our Cardholder Agreement which forms part of the Universal Terms and Conditions for HSBC Amanah will be updated and revised as follows:

Key Changes:

Effective 5 August 2019:

Payment received will be applied towards settlement of the outstanding principal balance followed by outstanding management fees and charges.

For clarity, payment will be applied in the following order: to settle taxes, Cash Advance, monthly instalment for Credit Card Instalment Plan(s), Retail transactions, Balance Transfer from highest to the lowest Actual Monthly Management Fee and fees (annual fee and compensation fee).

Effective 2 October 2019:

Minimum Monthly Payment will include 100% monthly instalment of Credit Card Instalment Plans (if any), on top of 5% of Current Balance; or RM50, whichever is higher.

Credit Card Instalment Plan(s) refers to card instalment plan (IPP), cash instalment plan (CIP), balance conversion plan (BCP), and auto balance conversion (ABC) granted by the Bank which enables the Cardholder the convenience to pay for certain Retail Transactions credit card spend or outstanding balance on instalment basis.

Detailed amendments and the clauses impacted from the abovementioned changes are reflected in the UTC July Edition as listed below.

Amendments of the sentences are as shown in strikethrough, for deletion, and highlighted, for addition.

Products/Services	Clause No.	Clauses
b. Definitions	2 a)	<p>(i) Tier-I: 15% per annum for Cardholders who promptly settle Minimum Monthly Payment as specified in Card-i Statement with prompt payments for 12 consecutive months;</p> <p>(ii) Tier-II: 17% per annum for Cardholders who promptly settle Minimum Monthly Payment as specified in Card-i Statement with prompt payment for 10 months or more in last 12 month; and</p>

		(iii) Tier-III: 18% per annum for Cardholders who do not fall within Tier-I and Tier-II. under the above categories
b. Definitions	2 (d)	Payment will be applied in the following order: to settle taxes, Cash Advance, monthly instalment for Credit Card Instalment Plan(s), Retail transactions, Balance Transfer from highest to the lowest Actual Monthly Management Fee and fees (annual fee and compensation fee). Payment received will be applied towards settlement of the outstanding principal balance followed by outstanding management fees and charges
b. Definitions	2 (ii)	“Annual Fee” means the pre-determined annual fee payable by the Cardholder for each Credit Card-i and Supplementary Credit Card-i as stated in the Bank’s Tariff and Charges.
b. Definitions	2(vii)	“Card Transactions” means all Retail Transactions and of all Balance Transfers, Cash Advances, Credit Card Instalment Plans Instalment Payment Plans and other credit plans granted and other Instalment effected by the use of the Credit Card-i. or any other mode of utilization of the Credit Card-I as determined by the Bank from time to time.
b. Definitions	2 (xi)	Instalment Payment Plan means a credit plan. “Credit Card Instalment Plans (CCIP)” means all instalment plans including but not limited to card instalment plan (IPP), cash instalment plan (CIP), balance conversion plan (BCP), and auto balance conversion plan (ABC) granted offered by the Bank which allows enables the Cardholder the convenience to pay for certain credit card spend or outstanding balance on Retail Transactions in instalment basis, subject to the respective Bank’s Instalment Payment Plan instalment plans’ terms and conditions.
b. Definitions	2 (xiii)	“Current Balance” means the outstanding amount which comprise Retail Transactions (if any), Balance Transfer (if any), Cash Advance (if any), Actual Monthly Management Fee (if any), applicable fees and charges as stated in the Bank’s Tariff and Charges (if any) and prevailing service tax (if any). of Credit Limit utilised by the Cardholder at the Statement Date.
b. Definitions	2 (xiv)	“Due Date” means the date, as specified in the Card Statement. which the monthly payment is due.

b. Definitions	2 (xvii)	<p>“Late Payment ChargesFee” means a charge fee calculated at 1% of the outstanding balance of the Card Transactions (exclude annual fee and applicable taxes if any) subject to a minimum of RM10, whichever is higher, and up to and a maximum of RM100.</p>
b. Definitions	2 (xviii)	<p>“Minimum Monthly Payment” means a minimum monthly payment payable on the Due Date, which is equivalent to:</p> <p>(a) 5% of the Current Balance + 100% monthly instalment of Credit Card Instalment Plans (if any) + and any unpaid minimum payment specified in the preceding month’s Card Statement OR or RM50, whichever is the higher; or</p> <p>(b) if the Current Balance Card Account exceeds the Credit Limit, 5% of the Current Balance + 100% monthly instalment of Credit Card Instalment Plans (if any) + any unpaid minimum payment specified in the preceding month's Card Statement + Overlimit and the amount in excess of the Credit Limit and the unpaid minimum payment specified in the preceding month’s Card Statement.</p>
b. Definitions	2 (xx)	<p>“Overlimit” means the amount effected by the use of the Credit Card-i in excess of the prescribed Credit Limit.</p>
b. Definitions	2 (xxiii)	<p>“Retail Transactions” means all purchases of goods or services charged to the Credit Card-i, excluding all Cash Advances, Balance Transfers, Credit Card Instalment Payment Plans, other credit plans, fees and charges.</p>
b. Definitions	2 (xxv)	<p>“Statement Balance” means the outstanding amount specified in the Card Statement.</p>
c. Usage of Credit Card-i	5 c)	<p>(i) The Cardholder must strictly observe the Credit Limit unless with the prior written approval of the Bank and,</p> <p>(1) must immediately pay the Overlimit (if any) to the Bank by the Due Date, or immediately upon the Bank's request, whichever is earlier; and</p> <p>(2) remains liable for all transactions effected through the use of the Credit Card-i. If this provision is breached, the Cardholder shall be required immediately to pay to the Bank the sum in excess of the Credit Limit (whether formally demanded or not).</p>

		<p>Nothing contained herein shall be construed to affect or limit the Cardholder's liability to the Bank under any provisions of this Agreement. The Cardholder shall be and remain liable for all transactions effected through the use of the Credit Card-i, even if the aggregate outstanding balance of the Card Account exceeds the Credit Limit.</p> <p>(ii) The Bank may suspend further use of the Credit Card-i or Card Account until the Overlimit is settled in full.</p>
c. Usage of Credit Card-i	7	<p>(b) The Current Statement Balance specified on the Card Statement is due and payable by the Customer on the Due Date.</p> <p>(c) The Cardholder may elect to pay less than the Current Statement Balance provided that the Cardholder makes the Minimum Payment Due on the Due Date.</p> <p>(e) If the Cardholder pays the Bank less than the Current Statement Balance by the Due Date, an Actual Monthly Management Fee shall be imposed against the Card Account.</p> <p>(h) If the Cardholder pays the Bank less than the Current Statement Balance by the Due Date, an Actual Monthly Management Fee will be charged on the outstanding balance of Retail Transactions that is unpaid after the Due Date immediately following the Statement Date in which the Retail Transactions are posted to the Card Account, calculated from the date of posting until any payments are credited to the Card Account and thereafter on the reduced balance.</p> <p>(i) A Late Payment Charge Fee will be charged by the Bank if the Cardholder fails to pay the Minimum Payment Due by the Due Date. The Late Payment Charge Fee will be charged on the day after the expiration of 43 days from the Due Date and will be specified in the following month's Card Statement.</p>
I. Effects of Termination	17 a)	<p>Subject to Clause 15, the entire outstanding balance on the Card Account and the amount of any outstanding Card Transactions effected (whether before or after the termination of this Agreement) that have yet to be posted to the Card Account including any outstanding payments/instalments not due but which the Cardholder is liable for arising from any Mail Order, Telephone Order Schemes, Credit Card Instalment Payment Plans, Balance Transfer or Standing Instructions (recurring payment) made or allegedly made by the Cardholder to a merchant</p>

		establishment for the supply of goods or services to be charged to the Card Account (collectively, “the outstanding amounts”) shall become immediately due and payable in full to the Bank.
--	--	---

The Amended Terms & Conditions for HSBC Amanah Malaysia Berhad ("HSBC") Universal Terms & Conditions (July 2019 Edition) is available [here](#).

