

Revision of HSBC Amanah Malaysia Berhad ("HSBC Amanah") Universal Terms and Conditions

Dear valued customers,

We would like to inform that our Universal Terms and Conditions for HSBC Amanah has been updated and revised respectively.

The effective date of the revised Universal Terms and Conditions (May 2019 Edition) for HSBC Amanah are as follows:

21 May 2019 for all new customers of HSBC Amanah

11 June 2019 for all existing customers of HSBC Amanah as at 21 May 2019

Amendments made in the UTC May 2019 Edition are as listed below:

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A. **HSBC Amanah Generic Terms and Conditions**

Products/Services	Clause No.	Clauses
Account-i Statements	1 (i)	If the Customer does not notify the Bank in writing of any Irregularities within 60 days from the account statement date, the contents of the account statement including the Irregularities shall be taken to be in order and conclusively authorised by and binding on the Customer., who shall be taken to have given up any right to object or claim against the Bank for the Irregularities, and the Bank shall not be liable for the Customer's loss, if any.
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 and/or facsimile number in writing or via channels made available by the Bank, and for a company, limited liability partnership or conventional partnership including any changes in the Customer's name and/or constitution in writing.
	3 (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 (v)	all Customers are jointly and severally liable for the use of any personal identification number (PIN), security device or Card even if it was applied for or used by only one of the Customers;
Corporate/Limited Liability Partnership/Conventional Partnership Accounts	5	Deletion of the whole Clauses in this Section.
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. and where customer is a corporate/limited liability partnership/conventional partnership by giving a certified

		true copy of the relevant resolution. The Customer acknowledges that such changes shall take effect after the Bank confirms in writing that its records have been updated.
Amendment of Terms & Conditions	7 (vi)	These Generic Terms & Conditions, the Specific Terms & Conditions and any of the Bank's products or services (including its features or limits) may be changed, added to, deleted, terminated or suspended (without affecting liabilities for any prior breaches) by way of prior notice given in any of the following manner: notice via emails or electronic messages which shall be taken to have been received at the time of transmission;
	7	Changes or additions which: <ul style="list-style-type: none"> • impose or increase charges; • increase the Customer's liability for losses; or • adjust ATM card transaction limits; for electronic fund transfers via ATM, automated cash deposit facilities and/or telegraphic transfers, shall take effect after 30 21 days' prior written notice to the Customer.
Suspension/Closure of Account	9	The Customer acknowledges that the Bank has absolute discretion: (ii) to close an account by giving 2 weeks' written notice to the Customer at the Customer's address or email address facsimile number according to Clause 3 and Clause 4(i) above by : (a) personal delivery and shall be taken to have been received at the time of delivery; (b) ordinary/registered post (either AR or non-AR registered) or courier and shall be taken to have been received on the 3rd day after posting or the 3rd day after despatch 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) facsimile and email shall be taken to have been received at the time of transmission.
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) The Bank and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested by the Bank or on the Bank's behalf or that of the HSBC Group, and may be collected from the Customer directly, from a person acting on the Customer's behalf, from other sources (including from publically available information), and it may be generated or combined with other information available to the Bank or any member of the HSBC Group.

		<p>(ii) 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:-</p> <p>(a) considering, at the Customer's request, whether to provide the Customer with any account, product and/or Services;</p> <p>(b) the provision of any accounts, products and/or Services and to approve, manage, administer or effect any transactions requested or authorised by the Customer;</p> <p>(c) meeting Compliance Obligations;</p> <p>(d) conducting Financial Crime Risk Management Activity;</p> <p>(e) collecting any amounts due and outstanding from the Customer;</p> <p>(f) conducting credit checks and obtaining or providing credit references;</p> <p>(g) taking any adverse action against the Customer, enforcing or defending the Bank's rights, or those of a member of the HSBC Group;</p> <p>(h) for any legal process (whether by way of judicial proceedings or any other form of proceedings recognised in law) initiated by or served on, the Bank (whether or not the Bank is a party);</p> <p>(i) for the Bank's internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, takaful/insurance, audit and administrative purposes);</p> <p>(j) maintaining the Bank's overall relationship with the Customer (including, if the Customer has not objected, marketing or promoting financial services or related products and market research);</p> <p>(k) improving and furthering the provision of accounts, products and/or Services by the Bank and any member of the HSBC Group to the Customer generally; and/or</p> <p>(l) any other purposes as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in statements, circulars, notices or other terms and conditions (including, without limitation, the Notice to Customers relating to the Personal Data Protection Act, 2010) made available by the Bank to the Customer from time to time.</p> <p>(iii) 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 following recipients globally (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</p>
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		<p>code of practice, guidelines, obligations, and/or directives from any regulatory authorities) applicable to the financial institution:</p> <p>(a) any member of the HSBC Group which:</p> <p>(1) provides group management oversight of the Bank and/or global and regional support, or</p> <p>(2) carries on business within the financial services industry, or</p> <p>(3) is a provider of services to other members of the HSBC Group;</p> <p>(b) any sub-contractors, agents, service providers (including but not limited to professional advisors, solicitors and auditors), or associates of the HSBC Group (including their employees, directors, officers and interns;</p> <p>(c) any Authorities, in response to their requests;</p> <p>(d) persons acting on the Customer's behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, securities central depositories or depository agents, companies in which the Customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group for the Customer);</p> <p>(e) any party acquiring interest in, or assuming risk in, or in connection with, the accounts, products and/or Services provided by the Bank;</p> <p>(f) other financial institutions, credit reference agencies, credit reporting agencies registered under the Credit Reporting Agencies Act 2010 (as listed on the Bank's website on www.hsbcamanah.com.my) or credit bureaus (including those established by Bank Negara Malaysia or any of its subsidiaries, or by any other Authorities), any insolvency department, for the purposes of obtaining or providing credit information and/or credit references;</p> <p>(g) any third party fund manager who provides asset management services to the Customer;</p> <p>(h) the Association of Islamic Banking Institutions Malaysia (AIBIM);</p> <p>(i) any debt collection agencies that may be appointed by the Bank;</p> <p>(j) any governing or regulatory authority of the Customer;</p> <p>(k) any present or prospective guarantors or security providers of the Customer;</p> <p>(l) any person the Bank believes in good faith to be tendering payment on the Customer's behalf; wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as Malaysia. Whether it is processed in Malaysia or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are</p>
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		<p>subject to. The Customer understands that the Bank or any of the Recipients will be obliged to disclose Customer Information if legally compelled to do so by any Laws.</p> <p>(iv) — If the Customer has a joint account, the Bank may also disclose to any of the co-account holders, Customer Information provided to the Bank in relation to the account.</p> <p>(v) — If the Customer is a company, limited liability partnership, conventional partnership, association or society, the Bank is authorised to provide in its sole discretion, any Customer Information on or relating to the Customer's account or any such Services provided to the Customer, to any one or more of the directors, partners, office bearers, or such other persons of whom the Bank is satisfied as being members of the governing body of the Customer as the case may be irrespective of whether such persons are the authorised signatories and if they are, irrespective of their signing authority under the Customer's account or any Services provided to the Customer.</p> <p>(vi) — The Customer confirms and warrants that every Connected Person whose information (including Personal Data or Tax Information) the Customer (or any other person on the Customer's behalf) provided, or will from time to time provide, to the Bank or a member of the HSBC Group, has been notified of and agreed to the provision, processing, disclosure and transfer of their information as set out in this Clause 10 before their information is provided. The Customer must at the same time advise them that they have rights of access to, and correction of, their Personal Data.</p> <p>(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.</p> <p>(iv) Where:</p> <p>(a) the Customer fails to provide promptly Customer Information that the Bank reasonably requested; or</p> <p>(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</p> <p>(c) the Bank or a member of the HSBC Group has suspicions regarding Financial Crime or an associated risk; the Bank may:</p> <p>(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;</p> <p>(2) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and/or</p>
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		<p>(3) close the Customer's account(s).</p> <p>(ix) — The Customer acknowledges that, from time to time, the Bank may be requested to provide banker's reference to other financial institutions or other third parties about the Customer and the Customer authorises the Bank to provide such banker's reference should the Bank in its absolute discretion decide to do so; provided however that nothing herein shall be taken to impose any obligation on the Bank (whether contractual or otherwise) to provide such banker's reference.</p> <p>(x) — The Bank may use, analyse and assess Customer Information held about the Customer and the Customer's account, including the nature of the Customer's transactions, to give the Customer, information about products and Services from members of the HSBC Group and those of selected — third parties which the Bank thinks may interest the Customer via telephone, mobile phone, electronic media, post or other means. The Bank may pass this information to other members of the HSBC Group so that they may do the same unless the Customer has objected to such disclosure for purposes of cross-selling.</p> <p>The Customer may, at any time, choose not to receive direct marketing information. The Customer needs to write to Direct Mailing Exclusion Coordinator at P.O. BOX 10244, 50912 Kuala Lumpur, Malaysia with the Customer's request and the Bank will delete the Customer's name from its direct marketing mailing lists without charge.</p> <p>(xi) — Depending on the type of data, including but not limited to Personal Data and information pertaining to the Customer's account, and where it is held, the Customer may be entitled to request details (including copies) of the information that the Bank holds about the Customer and to require the Bank to correct any inaccuracies. The Bank may charge a fee for the providing of any data. Requests for further information can be made by visiting any of the Bank's *branches to complete the data access form. For information regarding policies and practices and kinds of data held, you can contact:</p> <p>Personal Data Protection Officer HSBC Malaysia Berhad 2 Leboh Ampang 50100 Kuala Lumpur Tel: +603 2075 3000 Email: pdpo@hsbc.com.my</p> <p>* not applicable to HSBC Amanah Malaysia Berhad's mini branches.</p>
Customer's Security Duties	17	<p>In these Generic Terms & Conditions:</p> <p>"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</p>

		HSBC Amanah Personal Internet Banking and HSBC Amanah Mobile Banking services.
	17 (a) (iv)	<p>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, Security Devices, 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:</p> <p>(i) not changing the PIN or password to a number and/or name which:</p> <ul style="list-style-type: none"> • may be easy to guess such as dates of birth, telephone numbers, names, initials, passport number, driving licence details, etc; or • is a sequence of numbers associated with the account number; <p>(ii) 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 or by facsimile;</p> <p>(iii) not allowing any other person to use the Card, and PIN and Security Device;</p>
	17 (b) (i)	<p>The Customer shall promptly notify the Bank:</p> <p>(i) as soon as reasonably practicable after having discovered that the Card and/or Security Device is lost, stolen or that an unauthorised transaction had occurred or the PIN may have been compromised;</p>
	17 (c) (i)	<p>All transactions carried out using any Card, PIN or password shall be taken as "authorised transactions" if:</p> <p>(i) the Card and the corresponding PIN, Security Device or password was used</p>
Use of Card	18 (i)	<p>The Bank shall charge applicable the following fees for Card usage and the amounts are as stated for the time being in the Bank's Tariff and Charges on the Bank's website at www.hsbcamanah.com.my.</p> <ul style="list-style-type: none"> • issuance fee for new Card; • annual recurring fee; and • replacement fee for lost or damaged Card; and • sales draft retrieval fee (where applicable);
	18 (iv)	The Customer must notify the Bank immediately of any loss or theft of any Card or Security Device or disclosure (or suspected disclosure) of any PIN or password.
	18 (vi)	The Bank has the right to allow at its discretion, Any Customer to a joint account who has ceased to have joint authority to continue using the Card until the Card is surrendered to and acknowledged by the Bank in writing. 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.
Use of Debit Card-i	19 (i) (f)	The Customer acknowledges and agrees that: purchases at POS terminals are subject to the limits set by the Bank which may be increased or decreased by the Customer in multiples of RM500 up to the specified limit as stated for the time being on the Bank's website at www.hsbcamanah.com.my by giving written instructions over the counter to the Bank;
Inward Remittances	22 (ii)	<p>The Customer agrees:</p> <ul style="list-style-type: none"> 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; and 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 (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.
Beyond Bank's Control	29	The Customer shall not hold the Bank responsible for any loss or damage which the Customer may suffer directly or indirectly relating to any service, due to any reason whatsoever including but not limited to breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank, due to attempted or actual acts of terrorism, outbreak of epidemics, acts of God or any circumstances beyond the Bank's control.
Telecommunications	30 (i) (a)	Subject to Clause 31: 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 or facsimile. Information or rates given via telephone shall not be binding on the Bank unless subsequently confirmed by the Bank in writing;
	30 (ii)	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, facsimile (excluding instructions received for Credit Card-i accounts) or other means of telecommunication

Notices	34	<p>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):</p> <p>(a) that is required to be in writing, may be given by the Bank to the Customer</p> <p>(1) at the Customer's address or, email address or facsimile handphone number according to Clause 3 and Clause 4(i) above by:</p> <p>(i) personal delivery and shall be taken to have been received at the time of delivery;</p> <p>(ii) ordinary/registered post (either AR or non-AR registered) or courier and shall be taken to have been received on the 3rd day after posting or the 3rd day after despatch 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</p> <p>(iii) facsimile and/or email and electronic message shall be taken to have been received at the time of transmission;</p>
Definitions	42	<p>"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 number eCertification Forms, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).</p>

B. HSBC Amanah Specific Terms and Conditions for HSBC Amanah Premier and HSBC Amanah Advance

Products/Services	Clause No.	Clauses
General		<p>* Note: Deposit products are eligible for protection by PIDM as stated below. The maximum limit of coverage is RM250,000 per depositor per bank as prescribed under PIDM guideline available at www.pidm.gov.my</p>
Premier and Advance Account-i	1 (a)	<p>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 return the deposit to the Customer on demand.</p>
	1 (c)	<p>Returns generated from utilisation of deposits belong solely to the Bank. Hibah (reward) has been granted in the past and any Hibah to be given is at the Bank's sole discretion.</p>

		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.
Advance Link Account-i	2	(Note: This Product has been discontinued. The terms herein apply to existing accountholders only)
	2 (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.
	2 (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.
	2 (e)	<p>The Customer may enjoy a potentially higher return if:</p> <ul style="list-style-type: none"> (i) there are no withdrawals in a calendar month; and (ii) the SI is effected every month. <p>The Customer need only fulfil condition (i) above to enjoy potentially higher returns for the first month of the Selected Tenure.</p>
Premier Junior Savers Account-i	3	<p>[Premier Junior Savers Account-i: Eligible for protection by PIDM*]</p> <p>This account is based on the Shariah principle of Qard (loan)</p> <p>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:</p> <ul style="list-style-type: none"> (i) the Premier Customer ("Parent") maintains the minimum Premier eligibility criteria ("Eligibility Criteria"); and (ii) a minimum initial deposit as determined by the Bank is maintained in the Junior Savers Account-i. <p>b. The Eligibility Criteria may be updated from time to time and can be viewed at 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.</p> <p>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").</p> <p>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.</p> <p>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.</p>

		<p>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).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>k. The Parent agrees that the Bank may disclose information on the Junior Savers Account-i to the Child.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>(i) In the event of death of the Child, funds in the Account will be paid to or to the order of the Parent.</p> <p>(ii) In the event of death of the Parent, funds in the Account will be paid as follows:</p>
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		<ul style="list-style-type: none"> • 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>p. The Bank shall be entitled to withhold payment of funds in the Account without liability to pay Hibah after account closure.</p>
Services – HSBC Amanah Premier	4 (b) (i)	<p>Cheque Protection Facility</p> <p>(i) The Cheque Protection facility (by way of cheque issuance of up to RM500):</p> <ul style="list-style-type: none"> • 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 repayment on demand
	4 (d) (vii)	<p>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, must be destroyed 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.</p>
Services – HSBC Amanah Advance	5 (d) (i)	<p>Cheque Protection Facility</p> <p>(i) The Cheque Protection facility (by way of cheque issuance of up to RM200):</p> <ul style="list-style-type: none"> • 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 repayment on demand
	5 (f) (vii)	<p>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 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.</p>

C. HSBC Amanah Specific Terms and Conditions for Retail Banking and Wealth Management

Products/Services	Clause No.	Clauses
General		<p>* Note: Deposit products are eligible for protection by PIDM as stated below. The maximum limit of coverage is RM250,000 per depositor per bank as prescribed under PIDM guideline available at www.pidm.gov.my</p>
Amanah Passbook Savings Account-i	1	<p>(Note: This Product has been discontinued. The terms herein apply to existing accountholders only)</p>
	1 (a)	<p>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</p>

		to the Bank. The Bank undertakes to deliver return the deposit to the Customer on demand.
	1 (d)	Returns generated from utilisation of deposits belong solely to the Bank. Hibah (reward) has been granted in the past and any Hibah to be given is at the Bank's sole discretion. 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.
Amanah Statement Savings Account-i	2	(Note: This Product has been discontinued. The terms herein apply to existing accountholders only)
	2 (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 return the deposit to the Customer on demand.
	2 (d)	Returns generated from utilisation of deposits belong solely to the Bank. Hibah (reward) has been granted in the past and any Hibah to be given is at the Bank's sole discretion. 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.
Amanah Basic Savings Account-i	3 (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 return the deposit to the Customer on demand.
	3 (d)	Returns generated from utilisation of deposits belong solely to the Bank. Hibah (reward) has been granted in the past and any Hibah to be given is at the Bank's sole discretion. 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.
Amanah Current and Basic Current Account-i	4 (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 return the deposit to the Customer on demand.
FCY Savings Account-i	6	This account is based on the Shariah principle of Qard (loan) and Bai' al-Sarf (Currency Exchange).
	6 (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.

		to the Bank. The Bank undertakes to deliver return the deposit to the Customer on demand. When a currency conversion/exchange takes place within the account, Bai' al-Sarf rulings apply.
	6 (c)	Returns generated from utilisation of deposits belong solely to the Bank. Hibah (reward) has been granted in the past and any Hibah to be given is at the Bank's sole discretion. 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.
FCY Term Deposit-i	7 (d)	The Customer agrees that: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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, and shall compensate the Bank for the penalty charges and any loss calculated at prevailing market rates; and <ul style="list-style-type: none"> 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.

D. Cardholder Agreement

Products/Services	Clause No.	Clauses
Verification of Card Statements	D (8)	The Cardholder agrees to verify all entries in each Card Statement in respect of the Card Account and notify the Bank in writing within sixty (60) days from the date of the Card Statement of any alleged errors, discrepancies, inaccurate entries, forged and/or counterfeit transactions, unauthorised entries or debits (collectively "Irregularities"), if any. In the absence of any notification, the entries in the Card Statement shall be deemed correct, conclusive and binding upon the Cardholder of the amount due and owing to the Bank. The Cardholder is deemed to have waived all rights to raise any objections or pursue any remedies against the Bank whatsoever in respect of the Card Account.
Cash Advance	E (9) (b)	Cash advances will be subject to a cash advance fee of RM50 for each withdrawal. In addition to this cash advance fee, cash advances from the HSBC Group's ATMs and Visa/Plus System and Mastercard/Cirrus ATM Networks are subject to handling charges which are determined by the Bank at its absolute discretion and notified to the Cardholder in such manner as the Bank deems fit. The cash advance fee and any

		<p>applicable handling charges shall be debited to the Card Account as at the date of the cash advance.</p> <p>The Bank may by notice to the Cardholder vary the cash advance fee and/or handling charges from time to time.</p> <p>The Bank also reserves the right, at its absolute discretion, to treat all Credit Card-i transactions relating to wire transfer and money order as cash advances and to impose a cash advance fee, and/or any applicable handling charges as stated above on all such transactions.</p>
	E (9) (c) (v)	<p>All inter-country transactions via ATMs are subject to the laws of the country where the transaction is done. For all such transactions, the exchange rates (if applicable) shall be the prevailing exchange rates as determined by the Bank at its sole discretion as at the date the transaction is posted into the Card Account. Any exchange of currency shall observe the rulings of Bai al-Sarf.</p>
	E (9) (c) (vi)	<p>The Cardholder agrees that in addition to this Agreement, the Bank's Generic Terms and Conditions governing Deposit Accounts deposit accounts will also apply to the use of an ATM facility by the Cardholder when effecting banking transactions (on any account other than the Card Account) on the deposit accounts by electronic means, whether at ATMs, point-of-sale terminals or otherwise.</p>
	E (9) (c) (vii)	<p>Additional handling charges shall be imposed on cash withdrawals performed overseas through the use of the Credit Card-i (on any account of the Cardholder other than the Card Account) at:</p> <ul style="list-style-type: none"> • RM5 per transaction if made through the HSBC Group's ATM Network; and • RM10 per transaction if performed through the ATMs of the PLUS and CIRRUS Networks. <p>This handling charge shall be debited to the Cardholder's transacting account on the date the transaction is posted into the same account. The Bank has the right to vary the handling charge from time to time by giving prior notice to Cardholders.</p>
Service and Notification	21 (a)	<p>The Cardholder hereby irrevocably consents to the service of the Card Statement and any notices under this Agreement, other than service of a notice of demand and of any court process:</p> <ul style="list-style-type: none"> • by ordinary mail or courier to the Cardholder's address last known to the Bank. Such service shall be deemed to be effective three (3) days after the date of posting even though it is later returned undelivered; or • by electronic mail to the Cardholder's e-mail address last known to the Bank, electronic message to contact provided to the Bank or internet banking mailbox with the Bank. Such service notification shall be taken to have been received at the time of deemed effective on the next day after transmission by the Bank; or • by posting a notice onto the Bank's public website or any of its branches.

Appendix 1	9 (a)	All applicable interest, fees and charges that apply to your Card will also apply to the Mobile Card.
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The amended Universal Terms & Conditions for HSBC Amanah Malaysia Berhad is available [here](#).