

# HSBC Bank Malaysia Berhad (“HSBC”) Universal Terms & Conditions

(June 2014 Edition)

## **EFFECTIVE DATE:**

- ▶ 30 June 2014 for all new and existing customers of HSBC

## **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);
- ▶ Specific Terms & Conditions for HSBC Premier and HSBC Advance;
- ▶ Specific Terms & Conditions for Retail Banking and Wealth Management; and
- ▶ Cardholder Agreement for Gold MasterCard/Visa Gold/Visa Platinum/HSBC Advance Visa Platinum/Visa Signature/HSBC Premier World MasterCard.

These Universal Terms & Conditions are available on request and on HSBC’s website at [www.hsbc.com.my](http://www.hsbc.com.my) (uploaded on 1 June 2014). Please take the time to read them as they are binding on you. Please take the time to read them as they are binding on you.

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

Thank you for banking with HSBC.



Clause headings are not to affect the interpretation of the clauses.

## Contents

Generic Terms & Conditions

Specific Terms & Conditions  
for HSBC Premier and  
HSBC Advance

Specific Terms & Conditions  
for Retail Banking and  
Wealth Management

Cardholder Agreement

### Generic Terms & Conditions

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits

### Generic Terms & Conditions

21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

### Specific Terms & Conditions for HSBC Premier and HSBC Advance

- ACCOUNTS
1. Premier and Advance Account
  2. Premier and Advance Flexitime Deposit Account
  3. Premier/Advance with Easigrow (optional for link with the Premier/Advance Account)
  4. Premier/Advance PLUS Plan
  5. Premier Junior Account
  6. Services - Premier Account
  7. Services - Advance Account

### Specific Terms & Conditions for Retail Banking and Wealth Management

- ACCOUNTS
1. Toprate Statement Savings
  2. Toprate Passbook Savings/Junior Toprate Savings
  3. Junior Toprate Statement Savings (applicable to accounts opened from 7 January 2012 onwards)
  4. Basic Savings Account
  5. Basic Savings Account (applicable to accounts opened from 1 September 2009 onwards)
  6. Current Account
  7. Basic Current Account
  8. Basic Current Account (applicable to accounts opened from 1 September 2009 onwards)
  9. Time Deposit Account
  10. HSBC Gold Account (10/06/2013)
- FOREIGN CURRENCY
11. FCY Current Account
  12. FCY Saving Account
  13. FCY Time Deposit Account
  14. Hexagold

Clause headings are not to affect the interpretation of the clauses.

## Contents

Generic Terms & Conditions

Specific Terms & Conditions  
for HSBC Premier and HSBC Advance

Specific Terms & Conditions  
for Retail Banking and Wealth Management

Cardholder Agreement

### Cardholder Agreement

- Gold Mastercard/Visa Reward Credit Card
- Visa Platinum Credit Card
- HSBC Advance Visa Platinum Credit Card
- Visa Signature Credit Card
- HSBC Premier World Mastercard Credit Card

A. Acceptance of this Agreement

B. Definitions

C. Usage of Credit Card

D. Verification of Card Statements

E. Cash Advance

F. Payments Made to Card Account

G. Annual Fee and Service Tax

H. Liability vis-à-vis Cardholder and merchant

I. Loss or Theft of Credit Card and Disclosure of PIN to Unauthorised Persons

J. Set-Off

K. Termination of Credit Card and Supplementary Credit Card

L. Effects of Termination

M. Cardholder's Obligations

N. Automated Phonebanking Service and Personal Internet Banking

### Cardholder Agreement

- Gold Mastercard/Visa Reward Credit Card
- Visa Platinum Credit Card
- HSBC Advance Visa Platinum Credit Card
- Visa Signature Credit Card
- HSBC Premier World Mastercard Credit Card

O. Service and Notification

P. Conclusive Evidence

Q. Modification and Variation

R. Collection, Processing and Sharing of Cardholder Information

S. Exchange Control Regulations

T. Indemnity

U. Disclaimer

V. Financial Crime Risk Management Activity

W. HSBC Premier and Visa Platinum Privileges

X. Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile

Y. SMS Enquiry Service

Z. Tax Compliance

AA. Conflict & Order of Priority

AB. General

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## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

# Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

## Account Statements

- 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 (collectively "Irregularities").

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.

## Consolidation & Set-Off

- If the Customer owes any debt (whether actual, contingent, present or future) to the Bank and/or HSBC Amanah Malaysia Berhad ("HSBC Amanah") (the Bank's wholly-owned subsidiary) solely or jointly with any other person including any unpaid withholding tax (collectively "Indebtedness"), the Customer agrees that the Bank may do the following:

- consolidate the credit balances in all the Customer's accounts with the Bank (where balances are in different currencies, the Bank may convert one currency to another using its spot rate of exchange on the day of conversion);
- put a hold on such amount of the credit balances which the Bank estimates in good faith to be sufficient, including taking into account exchange rate fluctuations (if applicable) of the amount of the Indebtedness plus any accruing interest or other charges;
- after the end of 7 days' prior notice, apply such credit balances (even if it involves uplifting any deposit before maturity date) against the Indebtedness (where the balances and Indebtedness are in different currencies, the Bank may convert one currency to another using its spot rate of exchange on the day of conversion); and
- 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 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

- The Customer agrees to promptly notify the Bank of any changes in the Customer's address, telephone, mobile phone 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. Pending receipt of such notice, the Bank shall send all communications to the latest address and/or number stated in the Bank's records and shall not be liable for any loss suffered by the Customer.

## Joint Accounts

- For an account opened and maintained in more than one name:
  - each Customer's liabilities and obligations is joint and several and notice to one Customer shall be taken as notice to all;
  - 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;
  - a Customer shall remain bound by these Generic Terms & Conditions even if the other Customer(s) is(are) in fact not bound;
  - 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);
  - all Customers are jointly and severally liable for the use of any personal identification number (PIN) or Card even if it was applied for or used by only one of the Customers;
  - 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;

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## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### Joint Accounts (continued)

(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. Where the Customer is a company or a limited liability partnership, the mandate given for opening the first account shall apply to subsequently opened account(s) of the same type unless a separate mandate is given for such subsequent account(s).

Where the Customer is a conventional partnership or other unincorporated body of persons, the liability of all partners or all office-bearers shall be joint and several, and the mandate given shall remain in force until revoked in writing even if there is any change in the name of the partnership or in the constitution of the partnership by death, bankruptcy, retirement, resignation or admission of new partner(s). The Bank has the right to treat the surviving or remaining partner(s) as having full power to carry on business and to deal with the partnership assets as if there had been no change in the partnership.

For the avoidance of doubt, in these Generic Terms & Conditions:

- "Limited liability partnership" means a limited liability partnership that is registered under the Limited Liability Partnerships Act 2012.
- "Conventional partnership" means and includes a partnership that is registered under the Registration of Businesses Act, 1956 (or where the partnership is based in Sabah or Sarawak, one that is registered under the relevant laws applicable in Sabah or Sarawak, as the case may be), and a partnership that is established by two or more persons for the purposes of carrying on any professional practice but is not registered under the Limited Liability Partnerships Act 2012.

### Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts

6. The Customer shall give the Bank the names and specimen signatures of all the authorised signatories on the Bank's specimen signature cards. In case of changes to the authorised signatories, the Customer agrees to promptly notify the Bank in writing 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.

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. 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 on any of the Bank's internet websites;
- notice in the account statement;
- notice at automated teller machines (ATM), electronic funds transfer at point of sale (EFTPOS) terminals or other electronic terminals;
- notice at any of the Bank's branches;
- sending a notice to the Customer's address according to Clause 3 and Clause 4(i) above, such notice to take effect on the 3rd day after posting even though the notice may later be returned undelivered; or
- any other mode the Bank views suitable.

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## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### Amendment of Terms & Conditions (continued)

Changes or additions which:

- 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 days' prior written notice to the Customer.

The Customer shall be taken to have accepted the change(s), addition(s), deletion(s), termination or suspension unless the Customer takes positive action to close the account or terminate the service before the end of the relevant notice period. The Customer remains liable for all transactions before the closure or termination.

All other notices from the Bank can also be given in the above manner.

### 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 41 for the definitions applicable to this Clause.)*
- 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.
  - 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 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.
  - 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.
  - 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.
  - Where the Bank or a member of the HSBC Group has suspicions regarding Financial Crime or an associated risk, the Bank may:
    - 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;
    - take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and/or
    - block or close the Customer's account(s).

Clause headings are not to affect the interpretation of the clauses.

## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### Suspension/Closure of Account

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

- (i) not to carry out any instructions or suspend the use of an account if the Bank doubts its authenticity or considers it appropriate to do so; or in the event of any dispute between the joint account holders, authorised signatories, partners (whether in respect of a conventional partnership or a limited liability partnership) or directors of a company; or if the Bank were to receive conflicting instructions from the foregoing persons; or if the Customer fails to pay any fees and charges imposed by the Bank; and/or
- (ii) to close an account by giving 2 weeks' written notice to the Customer sent by registered post (not AR registered) to the Customer's address according to Clause 3 and Clause 4(i) above, such notice to take effect on the 3rd day after posting even though the notice may later be returned undelivered. The Bank is not obliged to give reasons for exercising this discretion.

### 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 41 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.
  - (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"):
    - (a) considering, at the Customer's request, whether to provide the Customer with any account, product and/or Services;
    - (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;
    - (c) meeting Compliance Obligations;
    - (d) conducting Financial Crime Risk Management Activity;
    - (e) collecting any amounts due and outstanding from the Customer;
    - (f) conducting credit checks and obtaining or providing credit references;
    - (g) taking any adverse action against the Customer, enforcing or defending the Bank's rights, or those of a member of the HSBC Group;
    - (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);
    - (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, insurance, audit and administrative purposes);
    - (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);
    - (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
    - (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.
  - (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, transfer and disclose any Customer Information to the following recipients globally (the "Recipients") (who may also subsequently process, transfer and disclose such Customer Information for the Purposes):
    - (a) any member of the HSBC Group which:
      - (1) provides group management oversight of the Bank and/or global and regional support, or
      - (2) carries on business within the financial services industry, or
      - (3) is a provider of services to other members of the HSBC Group;

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## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

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### Collection, Processing and Sharing of Customer Information (continued)

10. (iii) (b) any sub-contractors, agents, service providers (including but not limited to professional advisers, solicitors and auditors), or associates of the HSBC Group (including their employees, directors and officers);
- (c) any Authorities, in response to their requests;
- (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);
- (e) any party acquiring interest in, or assuming risk in, or in connection with, the accounts, products and/or Services provided by the Bank;
- (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.hsbc.com.my](http://www.hsbc.com.my)) or credit bureaus (including those established by Bank Negara Malaysia or any of its subsidiaries, or by any other Authorities), for the purposes of obtaining or providing credit information and/or credit references;
- (g) any third party fund manager who provides asset management services to the Customer;
- (h) the Association of Banks in Malaysia (ABM);
- (i) any debt collection agencies that may be appointed by the Bank;
- (j) any governing or regulatory authority of the Customer;
- (k) any present or prospective guarantors or security providers of the Customer;
- (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 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.
- (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.
- (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.
- (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.
- (vii) 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.
- (viii) 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:



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## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### Collection, Processing and Sharing of Customer Information (continued)

10. (viii) (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).

(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.

(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.

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.

(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 should be addressed to:

**Personal Data Protection Officer**  
**HSBC Bank Malaysia Berhad**  
**2 Leboh Ampang**  
**50100 Kuala Lumpur**

### 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:

- after the Bank has completed the relevant transaction;
- after microfilming, scanning or storing in whatever medium; or
- 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.

Clause headings are not to affect the interpretation of the clauses.

## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### Collection, Processing and Sharing of Customer Information (continued)

13. (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 41 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:
- (a) Complete and submit a Complaints Form or send a letter providing adequate details to the Bank.
- (b) The Bank will carry out an investigation into the complaint.
- (c) The Bank will notify the Customer of the outcome of the investigation.
- (d) 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 Financial Mediation Bureau or Bank Negara Malaysia (as applicable).

Clause headings are not to affect the interpretation of the clauses.

## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### 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.

"Card" means (a) ATM cards and includes credit cards when used in an ATM, and (b) debit cards which function as ATM cards and 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").

"PIN" means personal identification number.

The Customer agrees that:

(a) It is the Customer's responsibility to keep all Cards, PINs, passwords, cheque books and any other means of obtaining access to accounts secure and under personal 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 must take precautionary measures to prevent security breaches such as, but not limited to:

- not changing the PIN or password to a number and/or name (i) which may be easy to guess such as dates of birth, telephone numbers, names, initials, etc; or (ii) which is a sequence of numbers associated with the account number;
- 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, in writing or by facsimile;
- never making a record of the PIN or password in a way that might be understood by someone else;
- never writing the PIN or password on the Card or account statement or anything that is connected with the Bank;
- promptly destroying any advice from the Bank concerning the PIN after receipt; and
- informing the Bank immediately if the Customer knows or suspects that someone else knows the PIN or password.

(b) All transactions carried out using any Card, PIN or password shall be taken as "authorised transactions" if:

- (i) the Card and the corresponding PIN or password was used and the security of the Bank's fund transfer system was fully functional on that day; and
- (ii) 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 the following fees:

- issuance fee for new Card;
- annual recurring fee; and
- replacement fee for lost or damaged Card; and
- sales draft retrieval fee (where applicable);

the amounts are as stated for the time being in the Bank's Tariff and Charges on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my).

(ii) Any Card retained by the ATM or automated cash deposit facilities located:

- within the Bank's or HSBC Amanah's premises and not collected after 2 banking days from date of retention; or
- outside the Bank's or HSBC Amanah'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 disclosure (or suspected disclosure) of any PIN or password. The Customer remains liable for all transactions entered into before such notification to the Bank.

Clause headings are not to affect the interpretation of the clauses.

## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/ Remittance Instructions
25. Carrying Out Standing/ Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### Use of Card (continued)

- (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. The Bank has the right to withdraw, limit or prohibit the use of the Card at any time at its discretion, and if this happens, the Card will be retained by the ATM machine.
- (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.
- (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 for the time being in the Bank's Tariff and Charges on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my); and
  - (c) the Available Balance in the account being enough to cover both the amount to be withdrawn and the charges.
- (viii) Card transactions carried out in foreign currencies will be debited to the Customer's account after conversion to Ringgit Malaysia at the Bank's spot rate of exchange on the day of conversion.
- (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.

### Use of Debit Card

#### 19. Use of debit card

- (i) The Customer acknowledges and agrees that:
  - (a) the Customer must sign the debit card immediately on receipt from the Bank;
  - (b) the debit card is not transferable and can only be used by the person to whom it is issued;
  - (c) the debit card may only be used during the validity period stated on the card;
  - (d) the debit card may be linked to the Customer account(s) for ATM transactions;
  - (e) the Customer may choose to designate and link only one account to the debit card 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 in multiples of RM500 up to the specified limit as stated for the time being on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my) by giving written instructions over the counter to the Bank;
  - (g) the Customer will not to use the debit card for or in connection with any unlawful activity or purpose (including without limitation online gambling) and which may result in the Bank rejecting transactions at POS terminals and terminating the debit card immediately, without any liability on the Bank; and
  - (h) the Customer will not hold the Bank liable, responsible or accountable in any way whatsoever by reason of any loss, damage, or injury howsoever caused or if the debit card is not honoured, due to any mechanical defect or malfunction of any ATM, POS terminal, internet network or such other terminals or channels available or due to a loss or interruption of power supply.
- (ii) The Customer agrees that all transactions on the debit card are subject to:
  - (a) the respective ATM daily withdrawal and debit card daily purchase limits;
  - (b) fees as stated for the time being in the Bank's Tariff and Charges on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my); 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.

Clause headings are not to affect the interpretation of the clauses.

## Contents

1.	Account Statements
2.	Consolidation & Set-Off
3.	Customer's Details
4.	Joint Accounts
5.	Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6.	Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7.	Amendment of Terms & Conditions
8.	Financial Crime Risk Management Activity
9.	Suspension/Closure of Account
10.	Collection, Processing and Sharing of Customer Information
11.	Tape Recording
12.	Document Management
13.	"Know Your Customer"
14.	Tax Compliance
15.	Breach of Terms & Conditions
16.	Customer Complaints
17.	Customer's Security Duties
18.	Use of Card
19.	Use of Debit Card
20.	Cheque & Cash Deposits
21.	Foreign Currency Cheques
22.	Inward Remittances
23.	Outward Remittances
24.	Carrying Out Payment/Remittance Instructions
25.	Carrying Out Standing/Periodic Instructions
26.	Autopay Services
27.	Priority of Payment
28.	Customer's Instructions
29.	Beyond Bank's Control
30.	Telecommunications
31.	Indemnity from Customer
32.	Legal Expenses
33.	Conflict & Order of Priority
34.	Notices
35.	No Waiver & No Assignment
36.	Illegality
37.	Dormant Account
38.	Fraud
39.	Fees, Charges & Rates
40.	Jurisdiction
41.	Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### Use of Debit Card (continued)

- (iii) The Customer acknowledges that for payments at POS terminals:
  - (a) the Customer must sign the sales draft, if required, to complete the purchase;
  - (b) the merchant may check to ensure there are sufficient funds in the designated account by sending an authorisation request to the Bank;
  - (c) on approval for some transactions, part of the account balance may be blocked until the transaction is concluded;
  - (d) for Automated Fuel Dispenser ("AFD") transactions for petrol purchases, the block shall be held for T + 3 working days with "T" being the transaction day; and
  - (e) for non AFD transactions, the block shall be held until the transaction is finalized and the final amount debited from the account;
  - (f) the Bank is not liable for any act or omission of any merchant establishment including any refusal to honour the debit card, or any defect or deficiency in any goods or services supplied to the Customer by such merchant;
  - (g) 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
  - (h) 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 purchase transactions carried out in foreign currencies at POS terminals outside Malaysia will be debited to the account after conversion to Ringgit Malaysia at the exchange rate determined by Visa International, as the case may be, on the date of conversion in addition to an administration fee of 1%.
- (v) The Customer shall not use or attempt to use the debit card unless there are sufficient funds in the account.
- (vi) (a) In the situation of a lost or stolen debit card, the Customer's liability for the disputed transaction is limited to the maximum amount of RM250.00 per card if the following conditions are met:
  - (I) the Customer has not acted fraudulently or facilitated the fraud or the loss/theft of the debit card whether directly or indirectly, or was not grossly negligent; or
  - (II) the Customer has informed the Bank immediately after having found the debit card to be lost or stolen or when the Customer suspects that an unauthorised transaction has been conducted using the Customer's debit card; otherwise the Customer bears full liability.
- (b) To facilitate the Bank investigating into any report of lost or stolen debit card, the Bank will require the assistance of the Customer to perform the following:
  - (I) 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
  - (II) to provide the Bank with a copy of a police report filed in relation to the lost or theft of the debit card.

### 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 and the Bank shall not be liable for any loss suffered by the Customer as a result of failing to do so.
- (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:
  - 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;
  - 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) Every deposit made by whatever means, shall be taken to have been made only when verified by 2 members of the Bank's staff, duly cleared and entered into the Bank's records.
- (iv) The Customer acknowledges that the deposited amount on the video screen of the automated facilities or advice slip may be pending verification and/or clearance and cannot be taken as a conclusive statement of the account balance.

Clause headings are not to affect the interpretation of the clauses.

## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### Foreign Currency Cheques

21. (i) The Customer acknowledges that:

- 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
- 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:

- that the Bank reserves the right to debit the Customer's account for the refund;
- that the Bank shall not be liable for any loss suffered by the Customer; and
- 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 foreign collection. This indemnity shall continue in spite of the termination of any service and/or closure of any account.

### Inward Remittances

22. The Bank reserves the right:

- 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;
- to amend under advice, the pay-in-slip due to errors, wrong addition, missing items or third party account payee cheques collected in error;
- to stop any inward remittance in favour of the Customer if the originator's information received by the Bank is incomplete, and the Bank shall not be liable to the Customer for the delay or rejection of the inward remittance.
- to reverse any payments received through MEPS Interbank GIRO from a resident or external account for credit to the Customer's external account with the Bank, if the amount is more than RM5,000 per day and/or if it is from a non-permitted source under Exchange Control regulations.

### Outward Remittances

23. (i) The Customer acknowledges that:

- all applications for outward remittances (e.g. telegraphic transfers, demand drafts, cashier's orders, RENTAS, MEPS Interbank GIRO) are subject to the Bank's daily cut-off times;
- applications for same day value are also subject to cut-off times based on the geographical location of the recipient;
- applications for outward remittances received after the relevant cut-off time will only be processed on the next banking day; and
- 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:

- 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;
- where applicable, 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
- 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 place from that specified by the Customer if the Bank's operational circumstances require it.

(iv) The Bank has the discretion to send the telegraphic transfer literally or in cipher. The Customer acknowledges that telegraphic transfers (including demand drafts if sent on behalf of the Customer at the Customer's request), are sent at the Customer's sole risk.

Clause headings are not to affect the interpretation of the clauses.

## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### Outward Remittances (continued)

- (v) The Customer acknowledges that transfer of funds from a credit card account to any third party account through MEPS 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:
- for any loss or delay which may take place in the transfer, transmission and/or application of funds; or
  - in the case of telegraphic transfers (as instructed by the Customer or deemed necessary by the Bank), 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 party when received;
- and the Customer agrees to indemnify the Bank against any actions, legal proceedings, claims and/or demands that may arise in connection with such loss, delay, error, omission, mutilation and/or misinterpretation.

### 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 the Bank has the discretion whether or not to cancel the same 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.
- (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:
- payment amount or payment limit;
  - method of payment; and/or
  - 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 has the discretion to terminate the standing or periodic payment instructions with regard to future payments at any time, by written notice to the Customer or after 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.

Clause headings are not to affect the interpretation of the clauses.

## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### 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 for the time being in the Bank's Tariff and Charges on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my).
- (iii) The Customer acknowledges that:
  - if a payment due date falls on a holiday, entries will be passed on the banking day prior to the holiday;
  - if there is insufficient funds in the Customer's account or any occasion under Autopay Out, it will cause the Customer's instructions to be automatically cancelled;
  - 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 and the Customer agrees to indemnify the Bank against any actions, proceedings, claims, demands or liabilities which may arise in connection with such loss or delay.
- (v) The Customer agrees to indemnify the Bank against 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 full discretion to conclusively 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 payment instructions from the Customer.

### Customer's Instructions

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

- (a) they conflict with or are inconsistent with other instructions or mandates given by the Customer to the Bank; and/or
- (b) 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 credit facilities created subject to interest 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 credit facilities 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 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, attempted or actual acts of terrorism, outbreak of epidemics, acts of God or any circumstances beyond the Bank's control.



Clause headings are not to affect the interpretation of the clauses.

## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### Telecommunications

#### 30. (i) Subject to Clause 30:

(a) at the request of the Customer, the Bank is authorised to release information relating to the Customer's account, exchange rates or interest rates (subject to fluctuation) at its discretion via telephone, telex or facsimile. Information or rates given via telephone shall not be binding on the Bank unless subsequently confirmed by the Bank in writing;

(b) 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, overdraft limit (if any) and any other updates that the Bank may make available from time to time.

(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), telex, facsimile 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 in its sole discretion 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:

- change in account mandate;
- change of authorised signatories;
- grant of Power of Attorney to another person or entity;
- payment instructions;
- closure of account(s) and transfer of the remaining balance.

(iii) 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 in good faith, and the Bank is authorised to debit any account(s) of the Customer with such sums and Clause 2 above shall apply. This indemnity shall continue in spite of any revocation of authorisation, termination of any service and/or closure of any account.

(iv) 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.

(v) The Customer may revoke the authorisation in this Clause 29(i)(a) or (b) and/or Clause 29(ii) by written notice signed according to the account mandate and given to the branch of account.

### Indemnity from Customer

31. The Customer shall discharge the Bank from all liabilities and indemnify the Bank against all losses, damages, fees, costs, charges, taxes, duties, imposts and expenses (including legal costs) which the Bank may sustain or incur and which have arisen either directly or indirectly in relation to the circumstances set out below, and the Bank is authorised to debit any account(s) of the Customer with such sums and Clause 2 above shall apply:

- (a) the maintaining of, use or purported use of the Bank's services, products or facilities and/or the Card, PIN or password by the Customer or any other person (the Customer shall be liable for all transactions effected until the PIN has been cancelled by the Bank);
- (b) the Customer's breach of or non-compliance with these Generic Terms & Conditions, the applicable Specific Terms & Conditions, any account-related documentation or any applicable laws and regulations;
- (c) the Customer's negligent acts or omissions;
- (d) the Bank accepting instructions from the Customer or which the Bank believes in good faith to have come from the Customer (whether so authorised or not) and acting or failing to act on the same, unless due to the negligence or fraud of the Bank;
- (e) enforcement by the Bank of its rights under these Generic Terms & Conditions, the applicable Specific Terms & Conditions or any account-related documentation;
- (f) any delay in payment or the debit or credit into the Customer's account as a result of Clause 8 and/or Clause 9(i) above.

This indemnity shall continue in spite of the termination of any service and/or closure of any account.

Clause headings are not to affect the interpretation of the clauses.

## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/ Remittance Instructions
25. Carrying Out Standing/ Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### Legal Expenses

32. The Customer agrees that:

- (a) 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
- (b) the judgment sum shall carry interest at the existing interest rate(s) applicable to the credit 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 41 for the definition of "Services"*)

- (a) Clauses 8, 10, 14 and 41 of these Generic Terms & Conditions;
- (b) the account-related/Services-related documentation;
- (c) the applicable Specific Terms & Conditions; and
- (d) lastly, all the other clauses of these Generic Terms & Conditions not specified in paragraph (a) 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.hsbc.com.my](http://www.hsbc.com.my)):

- (a) that is required to be in writing, may be given by the Bank to the Customer by:
  - delivery or ordinary/registered (not AR registered) post, to the Customer's address according to Clause 3 and Clause 4(i) above, and shall be taken to have been received at the time of delivery or on the 3rd day after posting even though it may later be returned undelivered; or
  - posting on the Bank's website, and shall be taken to have been received immediately after such posting by the Bank;
- (b) shall be given by the Customer to the Bank in writing by:
  - delivery; or
  - 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 deposits and 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 dealt with in accordance with the requirements of unclaimed monies.

- (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.

Clause headings are not to affect the interpretation of the clauses.

## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/Remittance Instructions
25. Carrying Out Standing/Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### 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 [www.hsbc.com.my](http://www.hsbc.com.my) (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 applicable interest rates for deposits are found on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my) (as updated from time to time).

### Jurisdiction

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

### Definitions

41. 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"** include 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.

Clause headings are not to affect the interpretation of the clauses.

## Contents

1. Account Statements
2. Consolidation & Set-Off
3. Customer's Details
4. Joint Accounts
5. Corporate/Limited Liability Partnership/Conventional Partnership Accounts
6. Operation of Corporate/Limited Liability Partnership/Conventional Partnership Accounts
7. Amendment of Terms & Conditions
8. Financial Crime Risk Management Activity
9. Suspension/Closure of Account
10. Collection, Processing and Sharing of Customer Information
11. Tape Recording
12. Document Management
13. "Know Your Customer"
14. Tax Compliance
15. Breach of Terms & Conditions
16. Customer Complaints
17. Customer's Security Duties
18. Use of Card
19. Use of Debit Card
20. Cheque & Cash Deposits
21. Foreign Currency Cheques
22. Inward Remittances
23. Outward Remittances
24. Carrying Out Payment/ Remittance Instructions
25. Carrying Out Standing/ Periodic Instructions
26. Autopay Services
27. Priority of Payment
28. Customer's Instructions
29. Beyond Bank's Control
30. Telecommunications
31. Indemnity from Customer
32. Legal Expenses
33. Conflict & Order of Priority
34. Notices
35. No Waiver & No Assignment
36. Illegality
37. Dormant Account
38. Fraud
39. Fees, Charges & Rates
40. Jurisdiction
41. Definitions

## Generic Terms & Conditions (June 2014 Edition)

These Generic Terms & Conditions (not applicable to credit cards) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC"

### Definitions (continued)

**"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 number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Premier and Advance Account
2. Premier and Advance Flexitime Deposit Account
3. Premier/Advance with Easigrow (optional for link with the Premier/Advance Account)
4. Premier/Advance PLUS Plan
5. Premier Junior Account
6. Services - Premier Account
7. Services - Advance Account

# Specific Terms & Conditions (June 2014 Edition) for HSBC Premier and HSBC Advance

These Specific Terms & Conditions (not applicable to credit cards) 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.

## 1. Premier and Advance Account

*[Premier Account: Eligible for protection by PIDM]*

*[Advance Account: Eligible for protection by PIDM]*

### a. Interest shall be:

- calculated on a daily basis;
- on the balance at the end of each day;
- at a rate to be determined by the Bank from time to time.

The interest earned (to the nearest sen) will be credited to the account on a monthly basis.

- b. The Customer is required to maintain the account minimum eligibility criteria stated in [www.hsbc.com.my/1/2//hsbcpremier/hsbc-premier](http://www.hsbc.com.my/1/2//hsbcpremier/hsbc-premier) for HSBC Premier and [www.hsbc.com.my/1/2//hsbcadvance/hsbc-advance](http://www.hsbc.com.my/1/2//hsbcadvance/hsbc-advance) for HSBC 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 as stated for the time being in the Bank's tariff and Charges which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my) shall be imposed.
- c. The Customer confirms that it 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.
- d. 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.
- e. 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.
  - (i) 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.
- f. 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.
- g. 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.
- h. 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 for the time being in the Bank's Tariff and Charges which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my) will be charged and debited to the account.
- i. The terms and conditions for Current Account shall also apply.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Premier and Advance Account
2. Premier and Advance Flexitime Deposit Account
3. Premier/Advance with EasiGrow (optional for link with the Premier/Advance Account)
4. Premier/Advance PLUS Plan
5. Premier Junior Account
6. Services - Premier Account
7. Services - Advance Account

# Specific Terms & Conditions (June 2014 Edition) for HSBC Premier and HSBC Advance

## 2. Premier and Advance Flexitime Deposit Account

*[Premier Flexitime Deposit Account: Eligible for protection by PIDM]*

*[Advance Flexitime Deposit Account: Eligible for protection by PIDM]*

- a. Deposits will earn simple interest, unless otherwise stated in writing by the Bank.
- b. Duration of placement is subject to a minimum of 1 month and a maximum of 60 months.
- c. Payment of interest on Flexitime deposits that are withdrawn before maturity date shall be:
  - where the Flexitime deposit is held for 3 months or longer, interest will be paid at half the contracted rate for each completed month; and
  - where the Flexitime deposit is held for less than 3 months, no interest shall be paid.
- d. All deposits plus interest earned 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 or its successors in title beforehand. The Customer has the right to give and/or to amend any instructions up to the maturity date.
- e. If the maturity date falls on a non-banking day, it will be automatically adjusted to the next banking day.
- f. Placement of funds by cheque is subject to clearance of the cheque.
- g. The payment of interest, if any, shall be paid:
  - on the maturity date; or
  - at periodic intervals at the Bank's discretion.
- h. Premature partial upliftments of the FlexiTime Deposits are allowed subject to payment of penalty interest on the uplifted amount.

## 3. Premier/Advance with EasiGrow (optional for link with the Premier/Advance Account)

*[Premier Account with EasiGrow: Eligible for protection by PIDM]*

*[Advance Account with EasiGrow: Eligible for protection by PIDM]*

- a. Premier/Advance Account customers may open a Premier/Advance with EasiGrow Account ("PME") and:
  - select a time period of three (3), five (5) or ten (10) years ("Selected Tenure"); and
  - set up a monthly Standing Instruction ("SI") authorising the Bank to transfer a fixed sum subject to a minimum amount of RM250 from the Premier/Advance Account to the PME on a specific date every month throughout the Selected Tenure ("SI Date").

The Customer is only required to set up one SI for each PME.
- b. Interest will be calculated on a daily basis and credited to the PME monthly.
- c. No debit card, chequeing facilities and Short Message Service will be provided for the PME.
- d. In accordance with paragraph (a) above, the Customer may only set up one (1) SI throughout the Selected Tenure of the PME. No variation or amendment may be made to the sum, mode of payment and Selected Tenure.
 

Overdraft facility (if any) granted to the Premier/Advance Account will not be used to effect the SI.
- e. In addition to the SI to be effected every month, the Customer may directly transfer or deposit any additional sum into the PME anytime during the Selected Tenure.
- f. The Customer agrees that the Bank will execute the SI every month on the SI Date. There will be no contribution to the PME for that month if the Bank cannot execute the SI due to insufficient funds in the Premier/Advance Account.
- g. If the Bank is unable to execute the SI for three (3) consecutive months, the PME shall be closed on the day before the next SI is to be effected unless the Customer has funded the Premier/Advance Account with the total amount of the SI which were not earlier effected, for such to be effected to the PME. On closure of the PME, the balance in the PME less any applicable fees shall be transferred to the Premier/Advance Account.
- h. (i) The Customer agrees that for withdrawals from PME:
  - Only one (1) withdrawal is allowed per calendar month up to 10% of the total balance in the PME or such other sum as may be notified by the Bank from time to time (the "Limit");
  - it can only be effected from the Premier/Advance Account and the Customer must first transfer the requisite sum from the PME to the Premier/Advance Account; and
  - it will be subject to the terms and conditions applicable to a Premier/Advance Account.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Premier and Advance Account
2. Premier and Advance Flexitime Deposit Account
3. Premier/Advance with Easigrow (optional for link with the Premier/Advance Account)
4. Premier/Advance PLUS Plan
5. Premier Junior Account
6. Services - Premier Account
7. Services - Advance Account

# Specific Terms & Conditions (June 2014 Edition) for HSBC Premier and HSBC Advance

### 3. Premier/Advance with EasiGrow (optional for link with the Premier/Advance Account (continued))

(ii) In the event the Customer wishes to withdraw a sum in excess of the Limit or makes more than one (1) withdrawal per month from the PME, the PME will be closed and the balance less any fee will be transferred to the Premier/Advance Account.

(iii) Credit balances in the PME are not available for payment of cheques issued under the Premier/Advance Account.

i. The Customer agrees that a Premature Account Closure Fee as stated for the time being in the Bank's Tariff and Charges (which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my)) will be deducted from the PME if it is prematurely closed prior to the expiration of the Selected Tenure due to:

- the Bank's inability to execute the SI within 3 months in accordance with paragraphs (a) and (d) above; or
- the Customer failing to set up an SI within three (3) months from the date of opening of the PME; or
- the Customer makes more than one (1) withdrawal per calendar month; or
- the Customer withdraws an amount in excess of 10% of the total balance of the PME or such other sum as may be notified by the Bank from time to time.

If there are insufficient funds in the PME, the Customer authorises the Bank to deduct the Premature Account Closure Fee from the Premier/Advance Account or any other credit balance held with the Bank.

j. The Customer can personalise the PME with a name of up to twenty eight (28) characters via Personal Internet Banking ("PIB"). The personalised name of the PME will appear on PIB for the Customer's reference only and is not intended to constitute the PME as a trust account. The Customer agrees that the Bank is not responsible to monitor that the PME 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.

k. At the end of the Selected Tenure:

- the PME will automatically be closed; and
- the credit balance less any fee will be transferred to the Premier/Advance Account.

### 4. Premier/Advance PLUS Plan

*[Premier Account with EasiGrow component is Eligible for protection by PIDM]*

*[Advance Account with EasiGrow component is Eligible for protection by PIDM]*

a. Premier/Advance Account Customers may participate in the Premier/Advance PLUS Plan ("PLUS Plan"), which consists of:

- (i) Premier/Advance with EasiGrow PLUS Account ("PEPLUS Account") and
- (ii) Unit Trust Investment Account ("UT Account").

The Customer will enjoy free coverage under the Takaful Personal Accident (PA) Certificate ("PA Coverage") underwritten by HSBC Amanah Takaful (Malaysia) Sdn Bhd ("the Takaful Operator") during the Selected Tenure of the Plus Plan subject to the terms and conditions herein and as provided in the Takaful certificate issued by the Takaful Operator.

b. The Customer may select one of the plans listed in the table below. Once selected, the Bank will transfer the respective portions of the total monthly contribution according to the Customer's Standing Instruction ("SI") from the Customer's Premier/Advance Account to the Customer's PEPLUS Account and the UT Account.

The SI will be effected on the 8th day of each calendar month ("SI Date") throughout the tenure of the selected plan ("Selected Tenure"). The Bank has the right to change the SI Date.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Premier and Advance Account
2. Premier and Advance Flexitime Deposit Account
3. Premier/Advance with Easigrow (optional for link with the Premier/Advance Account)
4. Premier/Advance PLUS Plan
5. Premier Junior Account
6. Services - Premier Account
7. Services - Advance Account

## Specific Terms & Conditions (June 2014 Edition) for HSBC Premier and HSBC Advance

### 4. Premier/Advance PLUS Plan (continued)

#### PREMIER

PLAN	Tenure (years)	PEPLUS account (RM)	Unit Trust Investment Account (RM)	Total monthly contribution (RM)	Sum covered (RM)	Period of Takaful coverage (years)
A	3	250	250	500	18,000	3
B	3	500	500	1,000	36,000	3
C	5	250	250	500	30,000	5
D	5	500	500	1,000	60,000	5

#### ADVANCE

PLAN	Tenure (years)	PEPLUS account (RM)	Unit Trust Investment Account (RM)	Total monthly contribution (RM)	Sum covered (RM)	Period of Takaful coverage (years)
A	3	250	250	500	18,000	3
B	3	500	500	1,000	36,000	3
C	5	250	250	500	30,000	5
D	5	500	500	1,000	60,000	5
E	5	150	150	300	18,000	5

If there are insufficient funds in the Premier/Advance Account to effect both the SI for PEPLUS Account and UT Account under the PLUS Plan, priority will be given to the SI for the UT Account.

- c. The Customer agrees that for unit trust investments, a front end fee as stated for the time being in the Bank's Tariff and Charges on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my) will be deducted from the monthly unit trust contribution and the balance will be invested in the UT Account in accordance with paragraph (b) above.
- d. The PLUS Plan is only available to:
  - sole Premier/Advance Account Customers; and
  - joint Premier/Advance Account Customers whose mandate is either one to sign.
- e. The Customer agrees that no variation may be made to the:
  - total monthly contribution;
  - SI Date;
  - mode of payment;
  - Selected Tenure;
  - period of Takaful Coverage; and
  - switching or transfer of unit trust funds.
- f. The PA Coverage will terminate upon premature closure of the PEPLUS Account or redemption of the UT Account prior to the expiry of the Selected Tenure.
- g. For joint accounts, only one of the joint accountholders (as nominated in the account opening form) may enjoy the free PA Coverage.
- h. Standing Instructions ("SI")
  - (i) The Bank has the right to change the SI Date if the SI Date falls on a weekend, public holiday or a day where it is a non banking day in Kuala Lumpur.
  - (ii) If the PEPLUS Account or the UT account are closed/redeemed ("the Affected Account") or the SI for either the PEPLUS Account or UT Account is/are cancelled, the SI for the Affected Account will automatically cease. The Customer may continue the SI for the remaining account.



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## Contents

### Accounts

1. Premier and Advance Account
2. Premier and Advance Flexitime Deposit Account
3. Premier/Advance with Easigrow (optional for link with the Premier/Advance Account)
4. Premier/Advance PLUS Plan
5. Premier Junior Account
6. Services - Premier Account
7. Services - Advance Account

## Specific Terms & Conditions (June 2014 Edition) for HSBC Premier and HSBC Advance

### Premier/Advance EasiGrow Plus Plan Account

*[Premier Account with EasiGrow component is Eligible for protection by PIDM]*

*[Advance Account with EasiGrow component is Eligible for protection by PIDM]*

The existing Specific Terms and Conditions for Premier/Advance with EasiGrow applies except for the following variations:

- (i) In addition to the SI to be effected every month for the PLUS Plan, the Customer may directly transfer or deposit any additional sum into the PEPLUS Account at anytime during the Selected Tenure of the PLUS Plan.
- (ii) If the Bank is unable to execute the SI for three(3) consecutive months, the PEPLUS Account shall be closed on the day before the next SI is to be effected unless the Customer has funded the Premier/ Advance Account with the total amounts due under the SI which were not effected, for such to be effected to the PEPLUS Account. On closure of the PEPLUS Account, the balance in the PEPLUS Account less any applicable fees shall be transferred to the Premier/Advance Account.
- (iii) The Customer agrees that for withdrawals from PEPLUS Account:
  - Only one (1) withdrawal is allowed per calendar month up to 50% of the total balance in the PME or such other sum as may be notified by the Bank from time to time (the "Limit");
  - it can only be effected from the Premier/Advance Account and the Customer must first transfer the requisite sum from the PEPLUS Account to the Premier/Advance Account; and
  - it will be subject to the terms and conditions applicable to the Premier/Advance Account.

In the event the Customer wishes to withdraw in excess of the Limit or makes more than one (1) withdrawal per month from the PEPLUS Account, the PEPLUS Account will be closed and the balance less any fee will be transferred to the Premier/Advance Account.

Credit balances in the PME are not available for payment of cheques issued under the Premier/ Advance Account.
- (iv) The Customer agrees that a Premature Account Closure Fee as stated for the time being in the Bank's Tariff and Charges (which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my)) will be deducted from the PEPLUS Account if it is prematurely closed prior to the expiration of the Selected Tenure due to:
  - the Bank's inability to execute the SI within 3 months in accordance with paragraph (i)(ii) above; or
  - the Customer failing to set up an SI within three (3) months from the date of opening of the PEPLUS Account; or
  - the Customer makes more than one (1) withdrawal per calendar month; or
  - the Customer withdraws an amount in excess of 50% of the total balance of the PEPLUS Account or such other sum as may be notified by the Bank from time to time.

### Unit Trust Account – Investment Services

The existing Terms and Conditions Governing Unit Trusts apply except for the following variations:

- (i) The Bank has absolute discretion to decide on the number and type of funds offered under the PLUS Plan at any time.
- (ii) If the Bank is unable to effect the SI:
  - on the SI Date due to insufficient funds in the Premier/Advance Account, there will be no contribution to the UT Account for that month; and
  - for three (3) consecutive months due to insufficient funds in the Premier/Advance Account, the SI for the UT Account will be immediately terminated.
- (iii) Upon maturity of the PLUS Plan, the unit trust funds purchased under the PLUS Plan will remain in the Customer's UT Account whereby the Terms and Conditions Governing Unit Trusts will apply.
- k. If there is any inconsistency, the terms and conditions shall prevail in the following order:
  - (i) the portion of the Specific Terms & Conditions for HSBC Premier/Advance on the PLUS Plan;
  - (ii) the remaining portion of the Specific Terms & Condition for HSBC Premier/Advance;
  - (iii) the Terms and Conditions Governing Unit Trusts; and
  - (iv) Generic Terms and Conditions (applicable to all accounts).

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Premier and Advance Account
2. Premier and Advance Flexitime Deposit Account
3. Premier/Advance with Easigrow (optional for link with the Premier/Advance Account)
4. Premier/Advance PLUS Plan
5. Premier Junior Account
6. Services - Premier Account
7. Services - Advance Account

# Specific Terms & Conditions (June 2014 Edition) for HSBC Premier and HSBC Advance

## I. The PLUS Plan operates as follows:

### (i) If held to maturity:

- the SI for both the PEPLUS Account and the UT Account will lapse;
- the PEPLUS Account will automatically be closed and the balance in the PEPLUS Account less any fee will be transferred to the Premier/Advance Account;
- the UT Account will remain and the Customer may redeem the unit trust funds purchased under the PLUS Plan as and when required by the Customer; and
- the PA Coverage will lapse.

### (ii) If the PEPLUS Account or the UT Account within the PLUS Plan is prematurely closed or redeemed or the SI for either the PEPLUS Account or the UT Account is cancelled, then:

- the SI for the Affected Account will be terminated. The SI for the remaining account will continue until maturity of the Selected Tenure; and
- the PA Coverage will lapse.

### (iii) If there is any PA Coverage claim under PLUS Plan and benefits are paid by the Takaful Operator under the terms and conditions of the PA Coverage for sole and joint accounts, then the PA Coverage for such PLUS Plan will no longer apply for the rest of the Selected Tenure.

## 5. Premier Junior Account

*[Premier Junior Account: Eligible for protection by PIDM]*

### a. The Premier Junior Account ("Junior Account"):

- is an exclusive savings account for Premier Customers who have a child/children under the age of 18 years old; and
- maintain the minimum Premier eligibility criteria ("Eligibility Criteria").

The Eligibility Criteria may be updated from time to time and can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my).

### b. Although the Junior Account will be registered in the name of the Customer and the Customer's nominated child ("the Child"), only the Customer shall be:

- the holder of the Junior Account; and
- granted access to the Junior Account to perform banking transactions including ATM, Internet Banking and Telebanking services.

In the event such transactions are performed by the Child, it shall be deemed to be performed by the Customer. For avoidance of doubt, all services offered in relation to the Junior Account is for the sole benefit of the Customer unless otherwise stated in writing by the Bank.

### c. The Junior Account is not a trust account and the Child does not acquire any legal and/or beneficial interest in the Junior Account. The Customer agrees that the Bank is not responsible to monitor that the Junior Account is used for its intended purpose by the Customer 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. The Bank reserves the right to close the Junior Account if the Customer fails to maintain the Eligibility Criteria.

### e. In the event the Customer's Premier Account is closed for any reason whatsoever, the Junior Account will consequently be closed and the balance in the Junior Account less any fee will be returned to the Customer.

### f. (i) Notwithstanding paragraphs (b) and (c) above, a Premier Recognition Card ("the Card") will be issued to the Child for the purpose of identifying the Child to the Junior Account. The Card:

The Card:

- cannot be used to perform any banking transactions;
- is by no means transferable to any other party; and
- is the property of the Bank and must be returned to the Bank by the Customer immediately upon the closure of the Junior Account or as and when requested by the Bank.

### (ii) The Bank reserves the right to withdraw at its absolute discretion the Card and/or any benefits from the Card at any time upon the death, bankruptcy or insolvency of the Customer or in such circumstances that the Bank deems fit.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Premier and Advance Account
2. Premier and Advance Flexitime Deposit Account
3. Premier/Advance with Easigrow (optional for link with the Premier/Advance Account)
4. Premier/Advance PLUS Plan
5. Premier Junior Account
6. Services - Premier Account
7. Services - Advance Account

# Specific Terms & Conditions (June 2014 Edition) for HSBC Premier and HSBC Advance

## 5. Premier Junior Account (continued)

- g. The Customer agrees that the Bank may disclose information on the Junior Account to the Child.
- h. A monthly composite statement for the Junior Account(s) will be issued to the Customer .
- i. So long as the Child is still a minor, the Customer will enjoy interest rates on the Junior Account as stated for the time being in the Bank's Interest Rates Listing on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my). Interest will be calculated on a daily basis and credited into the Junior Account monthly.
- j. (i) When the Child reaches the age of majority (18 years of age), the Customer may:
  - close the Junior account and to open a new Premier Account in the joint names of the Customer and the Child; or
  - open a new Premier Account in the sole name of the Customer; or
  - open a new Premier Account in the sole name of the Child;
 provided that the Eligibility Criteria is met.
- (ii) If the Junior Account is not dealt with in the manner above within 6 months of the Child attaining the age of majority, the Junior Account will no longer:
  - enjoy the interest rate as stipulated in paragraph (g) above; and
  - the prevailing interest rate applicable to a Premier Account will apply.
- k. A minimum initial deposit as determined by the Bank is required.

## 6. Services - Premier Account

### Cheque Protection Facility

- a. (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 repayment on demand; and
  - may be withdrawn 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. If the facility is withdrawn, all outstandings, if any, shall be charged at the prevailing unauthorised overdraft rate as determined by the Bank.

### Account Statements

- b. 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.

### Re-designation, etc of Premier Accounts

- c. Re-designation, etc of Premier Accounts
  - (i) The Bank may, at its sole discretion allocate, vary, withdraw, re-designate, convert, ("re-designate") any or all of the HSBC Premier Accounts, if the Eligibility Criteria are not complied with, or for any other reasons without any obligation to furnish reasons for the same. The Customer in retaining any one or more of the services shall continue to be governed by these Terms and Conditions.
  - (ii) If the Customer does not maintain the Eligibility Criteria as determined by the Bank for the HSBC Premier Account for a consecutive 12 months, the Bank has the discretion to downgrade the HSBC Premier Account to any other account automatically ("auto-conversion/auto-convert").
  - (iii) If the Bank exercises its discretion to re-designate/auto-convert, the Bank shall notify the Customer and adjust and/or vary all features currently enjoyed by the Customer.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Premier and Advance Account
2. Premier and Advance Flexitime Deposit Account
3. Premier/Advance with Easigrow (optional for link with the Premier/Advance Account)
4. Premier/Advance PLUS Plan
5. Premier Junior Account
6. Services - Premier Account
7. Services - Advance Account

# Specific Terms & Conditions (June 2014 Edition) for HSBC Premier and HSBC Advance

## 6. Services - Premier Account (continued)

- (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 Premier ATM/Debit Card and/or Premier World MasterCard Credit Card which can only be held together with an HSBC Premier Account must be surrendered to the Bank and any outstanding balances must be settled within 90 days following a re-designation/auto-conversion. The Premier ATM/Debit Card and/or Premier World MasterCard Credit Card will no longer be operational and will be cancelled/terminated at the end of the 90 days after the re-designation/auto-conversion of the HSBC Premier Account.
- (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.

### **Premier Facilities**

- d. The provision of facsimile, internet and meeting room facilities (the "Facilities") at the Bank's and HSBC Amanah Malaysia Berhad's ("HSBC Amanah") selected branches are for the convenience of the Customer. The Bank and/or HSBC Amanah 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 Amanah's endorsement of such acts/omissions of the Customer.

### **HSBC Premier/HSBC Amanah Premier Services**

- e. HSBC Premier/HSBC Amanah Premier Services ("Premier Services") are offered exclusively to HSBC Premier/HSBC Amanah Premier customers. A description of the Premier Services can be:
  - found in the HSBC Premier Welcome Pack; and
  - viewed at [www.hsbc.com.my](http://www.hsbc.com.my); and
  - shall form part of and be read with these Terms and Conditions.

### **Emergency Encashment Service**

- f. 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, interest at the Bank's prevailing unauthorised overdraft rate shall be charged on the overdrawn amount.

### **HSBC Premier World MasterCard Credit Card Services supported by MasterCard International Incorporated**

- g. (i) MasterCard International Incorporated ("MasterCard"), its agents and third party service providers appointed by MasterCard or otherwise also provide selected credit card 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.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Premier and Advance Account
2. Premier and Advance Flexitime Deposit Account
3. Premier/Advance with Easigrow (optional for link with the Premier/Advance Account)
4. Premier/Advance PLUS Plan
5. Premier Junior Account
6. Services - Premier Account
7. Services - Advance Account

# Specific Terms & Conditions (June 2014 Edition) for HSBC Premier and HSBC Advance

## 7. Services - Advance Account

### **Cheque Protection Facility (where applicable)**

- a. (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 repayment on demand; and
  - may be withdrawn 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. If the facility is withdrawn, all outstandings, if any, shall be charged at the prevailing unauthorised overdraft rate as determined by the Bank.

### **Account Statements**

- b. A consolidated monthly account statement shall:
  - be made available in electronic format for download to the Customer; and
  - consist of information on accounts held in the Customer's name at the Bank or third party products /services/investments marketed by the Bank ("E-Statement").
- c. To gain access to E-Statements, the Customer must be a registered Personal Internet Banking ("PIB") user. The Customer:
  - who is without PIB service; or
  - whose PIB service has become dormant after being inactive for more than one (1) year; or
  - who did not activate the PIB within one month after the Bank's advice;
 will be sent hard copy statements.

### **Re-designation, etc of Advance Accounts**

- d. Re-designation, etc of Advance Accounts
  - (i) The Bank may, at its sole discretion allocate, vary, withdraw, re-designate, convert, ("re-designate") any or all of the HSBC Advance Accounts, if the Eligibility Criteria are not complied with, or for any other reasons without any obligation to furnish reasons for the same. The Customer in retaining any one or more of the services shall continue to be governed by these Terms and Conditions.
  - (ii) If the Customer does not maintain a minimum balance as determined by the Bank for the HSBC Advance Account for a consecutive 12 months, the Bank has the discretion to downgrade the HSBC Advance Account to any other account automatically ("auto-conversion").
  - (iii) If the Bank exercises its discretion to re-designate/auto-convert, the Bank shall notify the Customer and adjust and/or vary all features currently enjoyed by the Customer.
  - (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 ATM/Debit Card and Advance Visa Platinum Credit Card which can only be held together with an HSBC Advance Account must be surrendered to the Bank and any outstanding balances must be settled within 90 days following a re-designation/auto-conversion. The Advance ATM/Debit Card and Advance Visa Platinum Credit Card will no longer be operational and will be cancelled/terminated at the end of the 90 days after the re-designation/auto-conversion of the HSBC Advance Account.
  - (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 or adjustment of any features in connection therewith.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Premier and Advance Account
2. Premier and Advance Flexitime Deposit Account
3. Premier/Advance with Easigrow (optional for link with the Premier/Advance Account)
4. Premier/Advance PLUS Plan
5. Premier Junior Account
6. Services - Premier Account
7. Services - Advance Account

## Specific Terms & Conditions (June 2014 Edition) for HSBC Premier and HSBC Advance

### 7. Services - Advance Account (continued)

#### **HSBC Advance/HSBC Amanah Advance Services**

HSBC Advance/HSBC Amanah Advance Services ("Advance Services") are offered exclusively to HSBC Advance/HSBC Amanah Advance customers. A description of the Advance Services can be:

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

#### **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, interest at the Bank's prevailing unauthorised overdraft rate shall be charged on the overdrawn amount.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Toprate Statement Savings

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2. Toprate Passbook Savings/  
Junior Toprate Savings

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3. Junior Toprate Statement  
Savings (*applicable to accounts  
opened from 7 January 2012  
onwards*)

---

4. Basic Savings Account

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5. Basic Savings Account  
(*applicable to accounts  
opened from 1 September  
2009 onwards*)

---

6. Current Account

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7. Basic Current Account

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8. Basic Current Account  
(*applicable to accounts  
opened from 1 September  
2009 onwards*)

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9. Time Deposit Account

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10. HSBC Gold Account  
(10/06/2013)

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- Foreign Currency  
(FCY) Accounts**

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11. FCY Current Account

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12. FCY Saving Account

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13. FCY Time Deposit Account

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14. Hexagold

# Specific Terms & Conditions (June 2014 Edition)

## for Retail Banking and Wealth Management

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

### 1. Toprate Statement Savings

*[TopRate Statement Savings: Eligible for protection by PIDM]*

a. Account statements in hard copy form shall be issued and sent to the Customer on a quarterly basis. If the Customer is a registered Personal Internet Banking user, the Customer may log in and elect to receive the account statements in electronic format (e-statement) in lieu of hard copy account statements which will be made available for download on a quarterly basis.

b. Interest shall be:

- calculated on a daily basis on the balance at the end of each day at a rate to be determined by the Bank from time to time; and
- credited to the account every June and December, to the nearest sen.

If the account is closed, the interest accruing to the account will be calculated up to the last completed day before its closure.

c. A minimum initial deposit as determined by the Bank is required.

### 2. Toprate Passbook Savings/Junior Toprate Savings

*[TopRate Passbook Savings: Eligible for protection by PIDM]*

*[Junior TopRate Savings: Eligible for protection by PIDM]*

a. All terms and conditions appearing in the respective passbooks shall form part of these Specific Terms & Conditions.

b. 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 for the time being in the Bank's Tariff and Charges which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my) shall be imposed.

c. Interest shall be:

- calculated on a daily basis on the balance at the end of each day at a rate to be determined by the Bank from time to time; and
- credited to the account every June and December, to the nearest sen.

If the account is closed, the interest accruing to the account will be calculated up to the last completed day before its closure.

d. For Toprate Passbook Savings Accounts, a monthly account fee as stated for the time being in the Bank's Tariff and Charges which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my) shall be imposed.

e. For the Junior TopRate Savings Account:

- a minimum initial deposit as determined by the Bank is required;
- the minimum interest as prescribed by Bank Negara Malaysia (BNM) shall apply;
- there is a limit of 1 withdrawal per month only; and
- the Customer agrees to attend at the Bank in person with the beneficiary to convert the Junior TopRate Savings Account into Basic Savings Account when the beneficiary attains the age of 18, otherwise the Customer authorises the Bank to proceed with such conversion to Basic Savings Account to be held in trust for the beneficiary.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Toprate Statement Savings
2. Toprate Passbook Savings/  
Junior Toprate Savings
3. Junior Toprate Statement  
Savings (*applicable to accounts  
opened from 7 January 2012  
onwards*)
4. Basic Savings Account
5. Basic Savings Account  
(*applicable to accounts  
opened from 1 September  
2009 onwards*)
6. Current Account
7. Basic Current Account
8. Basic Current Account  
(*applicable to accounts  
opened from 1 September  
2009 onwards*)
9. Time Deposit Account
10. HSBC Gold Account  
(10/06/2013)

### Foreign Currency (FCY) Accounts

11. FCY Current Account
12. FCY Saving Account
13. FCY Time Deposit Account
14. Hexagold

## Specific Terms & Conditions (June 2014 Edition)

### for Retail Banking and Wealth Management

#### 3. Junior Toprate Statement Savings (Applicable to accounts opened from 7 January 2012 onwards)

*[Junior TopRate Savings: Eligible for protection by PIDM]*

- a. 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").
- 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 Accounts 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. However, upon the Child attaining the age of 18 years old, the Parent agrees to attend at the Bank in person with the Child to close the Account and open a new account with the Bank. In any event, upon the Child attaining the age of 18 years old, the Bank will convert the interest rate payable on the Account to that of the prevailing Basic Savings Account interest rate.
- 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 Personal Internet Banking ("PIB") services.
- j. Account statements in hard copy form shall be issued and sent to the Parent on a quarterly basis. If the Parent is a registered PIB user, the Parent may log in and elect to receive the account statements in electronic format (e-statement) in lieu of hard copy account statements which will be made available for download on a quarterly basis.
- k. Interest shall be:
  - calculated on a daily basis on the balance at the end of each day at a rate to be determined by the Bank from time to time; and
  - credited to the account every June and December, to the nearest sen.
 If the Account is closed, the interest accruing to the Account will be calculated up to the last completed day before its closure.
- l. Any modification of the identity of the Parent and/or Child shall require the Bank's written permission (which may be withheld at the Bank's sole discretion), and be subject to such terms and conditions and execution of such documents as the Bank may require (this shall include without limitation, closure of the Account and opening of a new account).
- m. In the event of death of the Child or the Parent, the Bank must be notified immediately. The Bank shall close the Account upon any such death. In the event of death of the Child, funds in the Account will be paid to or to the order of the Parent. In the event of death of the Parent, funds in the Account will be paid to or to the order of any of the personal representatives of the Parent.
- n. The Bank shall be entitled to withhold payment of funds in the Account without liability to pay interest after account closure, unless and until production of grant of probate or letters of administration under Malaysian law evidencing appointment of such personal representative.



Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Toprate Statement Savings
2. Toprate Passbook Savings/  
Junior Toprate Savings
3. Junior Toprate Statement  
Savings (*applicable to accounts  
opened from 7 January 2012  
onwards*)
4. Basic Savings Account
5. Basic Savings Account  
(*applicable to accounts  
opened from 1 September  
2009 onwards*)
6. Current Account
7. Basic Current Account
8. Basic Current Account  
(*applicable to accounts  
opened from 1 September  
2009 onwards*)
9. Time Deposit Account
10. HSBC Gold Account  
(10/06/2013)

### Foreign Currency (FCY) Accounts

11. FCY Current Account
12. FCY Saving Account
13. FCY Time Deposit Account
14. Hexagold

# Specific Terms & Conditions (June 2014 Edition)

## for Retail Banking and Wealth Management

### 4. Basic Savings Account

*[Basic Savings Account: Eligible for protection by PIDM]*

a. Interest shall be:

- calculated on a daily basis on the balance at the end of each day at a rate to be determined by the Bank from time to time; and
- credited to the account every June and December, to the nearest sen.

If the account is closed, the interest accruing to the account will be calculated up to the last completed day before its closure.

b. Account statements will be generated but not sent to the Customer. However, upon request, quarterly statements or at such other intervals determined by the Bank from time to time, may be made available to the Customer at a fee to be determined by the Bank.

c. A minimum of RM20 (or such other minimum amount as may be specified by the Bank and/or the relevant regulatory authorities) is required to be maintained in the account at all times.

### 5. Basic Savings Account (Applicable to accounts opened from 1 September 2009 onwards)

*[Basic Savings Account: Eligible for protection by PIDM]*

a. Interest accruing shall be:

- calculated on a daily basis on the balance at the end of each day at a rate to be determined by the Bank from time to time; and
- credited to the account every June and December, to the nearest sen.

If the account is closed, the interest accruing to the account will be calculated up to the last completed day before its closure.

b. Account statements in hard copy form shall be issued and sent to the Customer on a quarterly basis. If the Customer is a registered Personal Internet Banking user, the Customer may log in and elect to receive the account statements in electronic format (e-statement) in lieu of hard copy account statements which will be made available for download on a quarterly basis.

c. A minimum balance of RM20 (or such other minimum amount as may be specified by the Bank and/or the relevant regulatory authorities) is required to be maintained in the account at all times.

### 6. Current Account

*[Current Account: Eligible for protection by PIDM]*

a. 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.

b. 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 set out in the inside covers of 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.

c. 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.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Toprate Statement Savings
2. Toprate Passbook Savings/  
Junior Toprate Savings
3. Junior Toprate Statement  
Savings (*applicable to accounts  
opened from 7 January 2012  
onwards*)
4. Basic Savings Account
5. Basic Savings Account  
(*applicable to accounts  
opened from 1 September  
2009 onwards*)
6. Current Account
7. Basic Current Account
8. Basic Current Account  
(*applicable to accounts  
opened from 1 September  
2009 onwards*)
9. Time Deposit Account
10. HSBC Gold Account  
(10/06/2013)

### Foreign Currency (FCY) Accounts

11. FCY Current Account
12. FCY Saving Account
13. FCY Time Deposit Account
14. Hexagold

# Specific Terms & Conditions (June 2014 Edition)

## for Retail Banking and Wealth Management

### 6. Current Account (continued)

- d. 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.
- e. 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 for the time being in the Bank's Tariff and Charges which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my) will be charged and debited to the account.
- f. 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.

### 7. Basic Current Account

*[Basic Current Account: Eligible for protection by PIDM]*

- a. An account statement shall be issued containing information relating to account(s) held in the Customer's name at the Bank and sent to the Customer on a monthly basis or such other permitted intervals determined by the Bank.
- b. 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 with interest at the prevailing unauthorised overdraft rate (subject to fluctuation) or a minimum of RM50 or such other minimum amount as allowed to be imposed by the Bank from time to time.
- c. The Bank reserves the right to refuse payment of withdrawal instruction or cheque encashment (through issuance of a cheque to a third party) from the Customer's account, to a third party whether authorised or purportedly authorised by the Customer at the branch of account.
- d. The terms and conditions for the Current Account shall also apply.

### 8. Basic Current Account (applicable to accounts opened from 1 September 2009 onwards)

*[Basic Current Account: Eligible for protection by PIDM]*

- a. An account statement in hard copy form shall be issued containing information relating to the account and sent to the Customer on a monthly basis or such other permitted intervals determined by the Bank. If the Customer is a registered Personal internet Banking user, the Customer may log in and elect to receive the account statements in electronic form (e-statement) in lieu of hard copy account statements which will be made available for download on a monthly basis.
- b. 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 with interest at the prevailing unauthorised overdraft rate (subject to fluctuation) or a minimum of RM50 or such other minimum amount as allowed to be imposed by the Bank from time to time.
- c. The Bank reserves the right to refuse payment of withdrawal instruction or cheque encashment (through issuance of a cheque to a third party) from the Customer's account, to a third party whether authorised or purportedly authorised by the Customer at the branch of account.
- d. The Customer agrees that a fee as stated for the time being in the Bank's Tariff and Charges which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my) shall be imposed if the account is closed within 3 months of its opening.
- e. The terms and conditions for the Current Account shall also apply.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Toprate Statement Savings
2. Toprate Passbook Savings/  
Junior Toprate Savings
3. Junior Toprate Statement Savings (*applicable to accounts opened from 7 January 2012 onwards*)
4. Basic Savings Account
5. Basic Savings Account (*applicable to accounts opened from 1 September 2009 onwards*)
6. Current Account
7. Basic Current Account
8. Basic Current Account (*applicable to accounts opened from 1 September 2009 onwards*)
9. Time Deposit Account
10. HSBC Gold Account (10/06/2013)

### Foreign Currency (FCY) Accounts

11. FCY Current Account
12. FCY Saving Account
13. FCY Time Deposit Account
14. Hexagold

# Specific Terms & Conditions (June 2014 Edition)

## for Retail Banking and Wealth Management

### 9. Time Deposit Account

*[Time Deposit Account: Eligible for protection by PIDM]*

- a. A minimum initial deposit as determined by the Bank is required.
- b. Deposits will earn simple interest, unless otherwise indicated in writing by the Bank.
- c. Duration of placement is subject to a minimum of 1 month and a maximum of 60 months.
- d. Payment of interest on time deposits that are withdrawn before maturity date shall be:
  - where the time deposit is held for 3 months or longer, interest will be paid at half the contracted rate for each completed month; and
  - where the time deposit is held for less than 3 months, no interest shall be paid.
- e. All deposits plus interest earned 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 or its successors in title beforehand. The Customer has the right to give and/or to amend any instructions up to the maturity date.
- f. Placement of funds by cheque is subject to clearance of the cheque.
- g. The payment of interest, if any, shall be paid:
  - on the maturity date; or
  - at periodic intervals at the Bank's discretion.

### 10. HSBC Gold Account (10/06/2013)

*[Not eligible for protection by PIDM]*

1. The amount invested in HSBC Gold Account ("the Account") shall be recorded as GLD, where 1 (one) GLD unit represents 0.1 unit of XAU (international standard currency code for gold).
 

**Note:** 1.00 XAU represents 1 troy ounce of gold, where 1.00 XAU = 10.00 GLD (calculated to two decimal places, decimal places after the second shall be rounded off).
2. The GLD unit is a proprietary measurement unit used by the Bank only and cannot be transferred to other accounts or other banks. The GLD value in the Account represents the equivalent cash value of the investment.
3. No physical deposit or withdrawal of Gold to or from the Account is allowed. The Account **does not** involve physical delivery of gold and Customer's GLD balance in the Account does not represent a purchase of a corresponding quantity of physical gold. Customer **does not** at any time acquire any rights, ownership and possession of any physical gold.
4. Customers (including each joint account holder, if more than one) must be 18 years old and above to be eligible to open an Account, but any requests for the opening of the Account is subject to the discretion of the Bank.
5. The Customer must maintain a Malaysian Ringgit (MYR) denominated savings or current account with the Bank to convert:
  - MYR to the required GLD amount to be credited to the Account;
  - From GLD unit to MYR;
 and for the debiting of charges, stamp duty and penalties (if any) applicable to the Account.
 

If the Customer also opens and maintains a foreign currency denominated demand deposit account with the Bank, direct conversions into and from GLD to the relevant currency of account may be permissible for certain foreign currency-to-XAU pairings or in circumstances determined by the Bank (please consult the Bank's personal banking personnel on which of the GLD to foreign currency denominated accounts may be directly convertible, and when).

Information relating to the GLD balances in the HSBC Gold Account will be included in the periodic statements for the said MYR account.
6. Citizens, residents or permanent residents or green card holders of the United States or Canada are not eligible to invest in an HSBC Gold Account.
7. The account can be operated as a sole or joint accounts opened in the names of two (2), but no more than two (2), persons.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Toprate Statement Savings
2. Toprate Passbook Savings/  
Junior Toprate Savings
3. Junior Toprate Statement Savings (*applicable to accounts opened from 7 January 2012 onwards*)
4. Basic Savings Account
5. Basic Savings Account (*applicable to accounts opened from 1 September 2009 onwards*)
6. Current Account
7. Basic Current Account
8. Basic Current Account (*applicable to accounts opened from 1 September 2009 onwards*)
9. Time Deposit Account
10. HSBC Gold Account (10/06/2013)

### Foreign Currency (FCY) Accounts

11. FCY Current Account
12. FCY Saving Account
13. FCY Time Deposit Account
14. Hexagold

# Specific Terms & Conditions (June 2014 Edition)

## for Retail Banking and Wealth Management

8. The Account **does not pay any interest or yield**. International gold prices, to which the value of GLD is linked, fluctuate, which may cause capital gain, **or loss**, to the Customer. The GLD value amount payable to or receivable by the Customer is based on the buying and selling prices quoted by the Bank from time to time. These prices are calculated with reference to the price of the gold reference value, the foreign currency exchange rate of USD (or other foreign currency adopted) and Ringgit Malaysia, and subject to the Bank's profit margins. Price movements in gold might not directly correlate with similar percentages of buying or selling price movements of GLD.
9. The Account is not protected under the deposit insurance scheme of the Perbadanan Insurans Deposit Malaysia (PIDM).
10. Customer may instruct the Bank to buy and sell GLD against MYR, or such other foreign currency as may be made available for transacting from time to time (please consult the Bank) during the Bank's business hours (from 9am to 4.30pm, Kuala Lumpur time), on a day which is an ordinary banking day in the relevant designated branch of the Bank and in the following sites: Kuala Lumpur, New York and London AND if not already one of the aforementioned sites, Sydney (if linked currency to XAU/GLD is AUD), Singapore (if linked currency to XAU/GLD is SGD), or if the linked currency is some other foreign currency, the relevant financial center for that foreign currency. If there are changes to the trading times mentioned above, the times stated in the public announcements of the Bank's website shall prevail.
11. A minimum initial deposit of 10 GLD is required. All minimum subsequent deposit/withdrawal will be in multiples of 1 GLD or any other amount determined by the Bank. Only withdrawal for closure of GLD can be in any amount/quantity according to the amount held in the Account.
12. The Account can be closed only by the Customer(s) in person at the branch where the Account was opened.
13. The operation of the Account is subject to the prevailing exchange control regulations.
14. The Customer is able to check the Bank's buying and selling prices of GLD (quoted against MYR) on the Bank's website, or may visit in person any of the branches of the Bank. Foreign Exchange Indicative Rate Sheets showing conversion rates for GLD (quoted against such foreign currencies) may be made available on request. However, as the price of gold is subject to wide movements even within the same day, and the buying and selling prices of GLD would react correspondingly, the actual settlement price or value can only be made known on or about the time the GLD transaction request is received, and only when the Customer acknowledges and agrees to the GLD transaction price (which may need to be confirmed subsequently if the price has since moved from when initially quoted) will a transaction be executed in accordance with the instructions of the Customer.
15. The Customer must visit designated branches in person to execute HSBC Gold Account transactions. The Customer should use his/her/their Malaysian Ringgit (MYR), or where permissible, foreign currency, denominated savings or current account maintained with the Bank to execute the transactions, and agree to authorize the Bank to directly debit from such demand deposit account an amount to pay for the purchase of GLD units, while the amount obtained from any sale of GLD units shall be credited directly into such demand deposit account. If the Customer has not opened an account in the designated trading currency, he shall only be allowed to trade in the said currency after he has opened the account.
16. No transfer between Accounts is allowed, and the Bank does not provide service for inter-bank remittance in gold.
17. No Debit/ATM card and no chequebook will be issued for the Account.
18. The Account is not assignable without the prior permission of the Bank, which shall be at its discretion to refuse, and shall not be used as collateral/security of any kind (including but not limited to any pledge, charge or mortgage) for loan or credit facilities other than if obtained from the Bank or other members of the HSBC Group (security acceptance being at the Bank's, or relevant HSBC Group lender's or financier's, discretion).
19. In addition to any Banker's lien or other common law or equitable rights the Bank has arising from the banker-customer relationship, the Bank shall be at liberty at any time without notice to the Customer, to combine and consolidate all or any of Customer's account(s) (be it overdraft, loan or any time or demand deposit accounts, all aforesaid of any description, including the Account) with the Bank now or hereafter, and may set-off and or transfer any monies, rights or interests owing to Customer by the Bank in or under any one or more of such accounts, towards satisfaction of any liabilities or sums due or owing by the Customer to the Bank, whether actual, contingent, primary or collateral, regardless of currencies due or owed.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Toprate Statement Savings
2. Toprate Passbook Savings/  
Junior Toprate Savings
3. Junior Toprate Statement Savings (*applicable to accounts opened from 7 January 2012 onwards*)
4. Basic Savings Account
5. Basic Savings Account (*applicable to accounts opened from 1 September 2009 onwards*)
6. Current Account
7. Basic Current Account
8. Basic Current Account (*applicable to accounts opened from 1 September 2009 onwards*)
9. Time Deposit Account
10. HSBC Gold Account (10/06/2013)

### Foreign Currency (FCY) Accounts

11. FCY Current Account
12. FCY Saving Account
13. FCY Time Deposit Account
14. Hexagold

# Specific Terms & Conditions (June 2014 Edition)

## for Retail Banking and Wealth Management

20. Customer agrees that the Bank shall have full and absolute discretion in respect of the timing, price and terms of sale of the GLD in the process of exercising any of the Bank's rights herein which entail liquidating the GLD in the Customer's Account for the exercise of such right, which shall be final, conclusive and binding against the Customer. There shall be no implied duty on the Bank to obtain the best possible price or return in liquidating the Account's GLD balances or part(s) thereof in the exercise of the Bank's rights aforesaid, and any such duty is agreed to be waived by the Customer.
21. (i) An account with no deposits and 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 dealt with in accordance with the requirements of unclaimed monies.  
(ii) The Customer will not be able to transact on a dormant account until the Customer reactivates the account at the Bank's counter before the account is classified as unclaimed monies.
22. Unless the context otherwise requires, words used herein denoting the singular shall include the plural and vice versa, and words denoting the masculine gender shall include all genders.

### Combinations Account – Foreign Currency (FCY) Accounts

*[CombiNations Accounts – Foreign Currency (FCY) Accounts: Eligible for protection by PIDM]*

The Customer must first open or have a Ringgit account.

### 11. FCY Current Account

*[FCY Current Account: Eligible for protection by PIDM]*

- a. A minimum initial deposit as determined by the Bank is required.  
Account credit balances do not earn interest, no cheque book will be issued and no overdrawing is allowed.
- b. The Customer must open or have a Ringgit account to convert:
  - Ringgit to the required foreign currency to be credited to the account; or
  - foreign currency into Ringgit;
 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.
- c. 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.
- d. 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.
- e. The Customer acknowledges that the operation of the account is subject to the prevailing exchange control regulations.
- f. The Customer agrees that if the amount deposited exceeds any limit prescribed by the exchange control regulations, 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.

Clause headings are not to affect the interpretation of the clauses.

## Contents

### Accounts

1. Toprate Statement Savings
2. Toprate Passbook Savings/  
Junior Toprate Savings
3. Junior Toprate Statement  
Savings (*applicable to accounts  
opened from 7 January 2012  
onwards*)
4. Basic Savings Account
5. Basic Savings Account  
(*applicable to accounts  
opened from 1 September  
2009 onwards*)
6. Current Account
7. Basic Current Account
8. Basic Current Account  
(*applicable to accounts  
opened from 1 September  
2009 onwards*)
9. Time Deposit Account
10. HSBC Gold Account  
(10/06/2013)

### Foreign Currency (FCY) Accounts

11. FCY Current Account
12. FCY Saving Account
13. FCY Time Deposit Account
14. Hexagold

# Specific Terms & Conditions (June 2014 Edition)

## for Retail Banking and Wealth Management

### 12. FCY Saving Account

*[FCY Savings Account: Eligible for protection by PIDM]*

- a. A minimum initial deposit as determined by the Bank is required.  
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 [www.hsbc.com.my](http://www.hsbc.com.my).
- b. The Customer must open or have a Ringgit account to convert:
  - Ringgit to the required foreign currency to be credited to the account; or
  - foreign currency into Ringgit;  
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.
- c. 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.
- d. 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.
- e. Interest shall be:
  - calculated on a daily basis on the balance at the end of each day at a rate to be determined by the Bank from time to time; and
  - credited to the account every June and December, to the nearest sen.
 If the account is closed, the interest accruing to the account will be calculated up to the last completed day before its closure.
- f. The Customer acknowledges that the operation of the account is subject to the prevailing exchange control regulations.
- g. The Customer agrees that if the amount deposited exceeds any limit prescribed by the exchange control regulations, 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.

### 13. FCY Time Deposit Account

*[FCY Time Deposit Account: Eligible for protection by PIDM]*

- a. A minimum initial deposit as determined by the Bank is required.
- b. The Customer must open or have a Ringgit account to convert:
  - Ringgit to the required foreign currency to be credited to the account; or
  - foreign currency into Ringgit;  
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.
- c. 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.
- d. If the maturity date falls on a non-banking day, it will be automatically adjusted to the next banking day.
- e. Deposits:
  - will earn simple interest payable at maturity;
  - may not be withdrawn before maturity date and if exceptionally allowed, no interest is payable on the deposits and the Customer shall compensate the Bank for the penalty charges and any loss calculated at prevailing market rates; and
  - may be placed for a duration of 1, 3, 6, 9 or 12 months only.
- f. 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; and
  - written disposal instructions must be received by the Bank 2 banking days before maturity date, if not the deposit (plus any interest earned/less interim interest paid) will be automatically renewed for the same period on maturity date.

Clause headings are not to affect the interpretation of the clauses.

## Contents

# Specific Terms & Conditions (June 2014 Edition) for Retail Banking and Wealth Management

### Accounts

1. Toprate Statement Savings

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2. Toprate Passbook Savings/  
Junior Toprate Savings

---

3. Junior Toprate Statement  
Savings (*applicable to accounts  
opened from 7 January 2012  
onwards*)

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4. Basic Savings Account

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5. Basic Savings Account  
(*applicable to accounts  
opened from 1 September  
2009 onwards*)

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6. Current Account

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7. Basic Current Account

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8. Basic Current Account  
(*applicable to accounts  
opened from 1 September  
2009 onwards*)

---

9. Time Deposit Account

---

10. HSBC Gold Account  
(10/06/2013)

### Foreign Currency (FCY) Accounts

11. FCY Current Account

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12. FCY Saving Account

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13. FCY Time Deposit Account

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14. Hexagold

## 14. Hexagold

*[Hexagold: Eligible for protection by PIDM]*

a. "Sweep facility" means the transfer of any amount from the Hexagold Account to a Current Account as designated by the Customer in the application form for the purposes of meeting payments drawn on the Current Account.

b. Interest shall be:

- calculated on a daily basis on the balance at the end of each day at a rate to be determined by the Bank from time to time; and
- credited to the account every June and December, to the nearest sen.

If the account is closed, the interest accruing to the account will be calculated up to the last completed day before its closure.

c. The Bank will maintain an automatic sweep facility on the Customer's Hexagold Account subject to:

- the Hexagold Account having cleared and available funds; and
- if so elected by the Customer.

d. Where the Customer has been granted a credit facility, the Customer cannot exceed the limit set by the Bank from time to time, with interest calculated on daily rests at the Bank's prevailing rate for such facilities. Such interest will be payable by the Customer and debited from the Hexagold Account or any other account standing in credit in the name of the Customer.

## Contents

A. Acceptance of this Agreement
B. Definitions
C. Usage of Credit Card
D. Verification of Card Statements
E. Cash Advance
F. Payments Made to Card Account
G. Annual Fee and Service Tax
H. Liability vis-à-vis Cardholder and merchant
I. Loss or Theft of Credit Card and Disclosure of PIN to Unauthorised Persons
J. Set-Off
K. Termination of Credit Card and Supplementary Credit Card
L. Effects of Termination
M. Cardholder's Obligations
N. Automated Phonebanking Service and Personal Internet Banking
O. Service and Notification
P. Conclusive Evidence
Q. Modification and Variation
R. Collection, Processing and Sharing of Cardholder Information
S. Exchange Control Regulations
T. Indemnity
U. Disclaimer
V. Financial Crime Risk Management Activity
W. HSBC Premier and Visa Platinum Privileges
X. Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile
Y. SMS Enquiry Service
Z. Tax Compliance
AA. Conflict & Order of Priority
AB. General

# Cardholder Agreement (June 2014 Edition)

- ▶ Gold Mastercard/Visa Reward Credit Card
- ▶ Visa Platinum Credit Card
- ▶ HSBC Advance Visa Platinum Credit Card
- ▶ Visa Signature Credit Card
- ▶ HSBC Premier World Mastercard Credit Card

Please take the time to read this Cardholder Agreement before using your Credit Card as this Cardholder Agreement is binding on you upon usage. This Cardholder Agreement is also available on HSBC Bank Malaysia Berhad's ("HSBC") website at [www.hsbc.com.my](http://www.hsbc.com.my).

### CARDHOLDER AGREEMENT

**IMPORTANT!** You must read the Cardholder Agreement printed below before using your Credit Card issued by HSBC Bank Malaysia Berhad (Company No. 127776-V). By using the Credit Card, you confirm that you have read and understood and are accepting the Terms and Conditions set out below and will be bound by them.

The Credit Card is to be used subject to the following Terms and Conditions ("this Agreement"):

#### A. Acceptance of this Agreement

1. The Credit Card can only be used by the person to whom the Credit Card is issued ("the Cardholder"), failing which any unauthorised usage will be borne by the Cardholder. The Cardholder must immediately sign the Credit Card upon receipt thereof. The Cardholder is treated as agreed to be bound by this Agreement on application of the Credit Card and usage of the Credit Card is subject this Agreement. If the Cardholder does not wish to be bound by this Agreement, the Cardholder must observe Clause 16(a) below.

#### B. Definitions

2. The terms used in this Agreement shall bear the following definitions:
  - (i) "Annual Fee" means the pre-determined annual fee payable by the Cardholder for each Credit Card and Supplementary Credit Card.
  - (ii) "Balance Transfer" means the facility of transferring outstanding balances from another credit card held by the Cardholder with another bank, financial institution or credit card issuer to the Card Account, subject to the Balance Transfer terms and conditions applicable at the time of application for Balance Transfer.
  - (iii) "Bank" means HSBC Bank Malaysia Berhad (Company No. 127776-V).
  - (iv) "Card Account" means an account maintained by the Bank corresponding to the relevant Credit Card issued.
  - (v) "Card Statement" means the monthly statement issued by the Bank for the Card Account.
  - (vi) "Card Transactions" means all Retail Transactions and of all Balance Transfers, Cash Advances, Instalment Payment Plans, and other credit plans granted and effected by the use of the Credit Card.
  - (vii) "Cardholder" means the person to whom the Credit Card is issued, which includes the Supplementary Cardholder.
  - (viii) "Cash Advance" means the facility of withdrawing of cash from the Card Account subject to the terms of this Agreement.
  - (ix) "Credit Card" means the Gold MasterCard/Visa Gold/Visa Platinum/HSBC Advance Visa Platinum/Visa Signature/HSBC Premier World MasterCard Credit Cards issued by HSBC Bank Malaysia Berhad (Company No. 127776-V), including both the primary and supplementary credit card.
  - (x) "Credit Limit" means a credit limit assigned by the Bank to a Credit Card.
  - (xi) "Current Balance" means the amount of Credit Limit utilised by the Cardholder at the Statement Date.
  - (xii) "Due Date" means the date, as specified in the Card Statement, which the monthly payment is due.
  - (xiii) "Finance Charge" means the finance charge imposed by the Bank, where the Current Balance for the preceding month's Card Statement is not settled in full:
    - (a) in respect of Retail Transactions, the Finance Charge is calculated on a daily rest basis on the outstanding Retail Transactions that remain unpaid after the Due Date calculated from the Posting Date until payments are credited to the Card Account and thereafter on the reduced balance and at the following applicable rates:



## Contents

A.	Acceptance of this Agreement
B.	Definitions
C.	Usage of Credit Card
D.	Verification of Card Statements
E.	Cash Advance
F.	Payments Made to Card Account
G.	Annual Fee and Service Tax
H.	Liability vis-à-vis Cardholder and merchant
I.	Loss or Theft of Credit Card and Disclosure of PIN to Unauthorised Persons
J.	Set-Off
K.	Termination of Credit Card and Supplementary Credit Card
L.	Effects of Termination
M.	Cardholder's Obligations
N.	Automated Phonebanking Service and Personal Internet Banking
O.	Service and Notification
P.	Conclusive Evidence
Q.	Modification and Variation
R.	Collection, Processing and Sharing of Cardholder Information
S.	Exchange Control Regulations
T.	Indemnity
U.	Disclaimer
V.	Financial Crime Risk Management Activity
W.	HSBC Premier and Visa Platinum Privileges
X.	Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile
Y.	SMS Enquiry Service
Z.	Tax Compliance
AA.	Conflict & Order of Priority
AB.	General

# Cardholder Agreement (June 2014 Edition)

## B. Definitions (continued)

- (i) Tier-I: 15% per annum for Cardholders who promptly settle the Minimum Payment Due as specified in the Card Statement for 12 consecutive months;
  - (ii) Tier-II: 17% per annum for Cardholders who promptly settle the Minimum Payment Due as specified in the Card Statement for 10 months or more in a 12-month cycle; and
  - (iii) Tier-III: 18% per annum for Cardholders who do not fall within Tier-I and Tier-II;
- (b) in respect of Cash Advance, the Finance Charge shall be charged at a fixed rate of 18% per annum on the Cash Advance amount taken, calculated from the date of disbursement until payment in full; and
- (c) in respect of Balance Transfer and Instalment Payment Plans, the Finance Charge is calculated based on the rates applicable at the time of application for Balance Transfer or Instalment Payment Plans respectively
- (xiv) "Grace Period" means a period of at least 20 days from the posting date of the Retail Transactions to the Card Account, provided there is no carried forward balance in the Cardholder's Card Account.
- (xv) "Instalment Payment Plan" means a credit plan offered by the Bank which allows the Cardholder the convenience to pay for certain Retail Transactions in instalment basis, subject to the Bank's Instalment Payment Plan terms and conditions.
- (xvi) "Late Payment Fee" means a fee calculated at 1% of the outstanding balance of the Credit Transactions subject to a minimum of RM10 and a maximum of RM100.
- (xvii) "Minimum Monthly Payment" means a minimum monthly payment payable on the Due Date, which is equivalent to:
- (a) 5% of the Current Balance and any unpaid minimum payment specified in the preceding month's Card Statement or RM50.00, whichever is the higher; or
  - (b) if the Current Balance exceeds the Credit Limit, 5% of the Current Balance and the amount in excess of the Credit Limit and the unpaid minimum payment specified in the preceding month's Card Statement.
- (xviii) "Personal Identification Number (PIN)" means a number code assigned by the Bank or determined by the Cardholder to enable the Cardholder to avail to certain services related to the usage of the Credit Card.
- The PIN for the Credit Card will be issued and delivered to the Cardholder at the Cardholder's own risk. The PIN is strictly confidential and should not be disclosed to any person under any circumstance or written down, failing which any unauthorised usage will be borne by the Cardholder.
- (xix) "Posting Date" means the date the applicable Card Transactions are debited to the Card Account.
- (xx) "Rate" means the applicable rate used to calculate the Finance Charges.
- (xxi) "Retail Transactions" means all purchases of goods or services charged to the Credit Card, excluding all Cash Advances, Balance Transfers, Instalment Payment Plans, other credit plans, fees and charges.
- (xxii) "Statement Date" means the date which the Card Statement is issued.
- Masculine terms in this Agreement include the feminine and neuter genders and vice versa and the singular includes the plural and vice versa.

## C. Usage of Credit Card

3. The Credit Card is the property of the Bank and must be returned to the Bank by the Cardholder on the Bank's request.
4. (a) The Cardholder remains solely liable to the Bank for the use of the Credit Card and must take reasonable steps to safeguard the Credit Card, failing which any unauthorised usage of the Credit Card will be borne by the Cardholder subject to Clause 13 below.
  - (b) If the Bank issues an additional card ("the Supplementary Credit Card") at the joint request of the Cardholder and the additional cardholder ("the Supplementary Cardholder"), both the primary Cardholder and the Supplementary Cardholder will be jointly and severally liable to the Bank for the use of the Supplementary Credit Card.
  - (c) The Supplementary Cardholder hereby agrees to be bound by this Agreement.
5. (a) The Card Account will reflect all Card Transactions, fees and charges performed or incurred in relation to the corresponding Credit Card.

## Contents

# Cardholder Agreement (June 2014 Edition)

A.	Acceptance of this Agreement
B.	Definitions
C.	Usage of Credit Card
D.	Verification of Card Statements
E.	Cash Advance
F.	Payments Made to Card Account
G.	Annual Fee and Service Tax
H.	Liability vis-à-vis Cardholder and merchant
I.	Loss or Theft of Credit Card and Disclosure of PIN to Unauthorised Persons
J.	Set-Off
K.	Termination of Credit Card and Supplementary Credit Card
L.	Effects of Termination
M.	Cardholder's Obligations
N.	Automated Phonebanking Service and Personal Internet Banking
O.	Service and Notification
P.	Conclusive Evidence
Q.	Modification and Variation
R.	Collection, Processing and Sharing of Cardholder Information
S.	Exchange Control Regulations
T.	Indemnity
U.	Disclaimer
V.	Financial Crime Risk Management Activity
W.	HSBC Premier and Visa Platinum Privileges
X.	Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile
Y.	SMS Enquiry Service
Z.	Tax Compliance
AA.	Conflict & Order of Priority
AB.	General

### C. Usage of Credit Card (continued)

- (b) (i) The Cardholder agrees not to use the Credit Card for or in connection with payment of any gambling, unlawful activity or illegal transaction.
- (ii) If the Bank suspects, believes or knows that any Card Transaction is or relates to any gambling, unlawful activity or illegal transaction, the Bank reserves the right to decline processing or pay that Card Transaction and/or to reverse or cancel the Card Transaction, without any liability on the Bank.
- (iii) The Cardholder continues to be fully liable for the amount due in respect of such transactions, and will not use this as a defence to refuse payment of amounts due to the Bank.
- (c) (i) The Credit Card carries a credit limit which will be indicated on:
- (1) the card jacket or welcome letter in which the Credit Card was initially delivered to the Cardholder; or
  - (2) the Credit Card monthly statements, with the total Credit Limit for all and/or the respective Credit Card held by the Cardholder and Supplementary Cardholder(s) individually, if any.
- (ii) The Cardholder is required to comply with the Credit Limit for the Credit Card and:
- (1) must immediately pay the Bank for any sum used in excess of the Credit Limit (whether formally demanded or not); and
  - (2) remains liable for all transactions effected through the use of the Credit Card, even if the aggregate outstanding balance of the Card Account exceeds the Credit Limit.
- (iii) The Bank assigns a Credit Limit to the Credit Card and may review it from time to time. The Bank may at its discretion assign a different credit limit on the Credit Card at any time based on assessment of the credit risks associated with the Card Account (including any spending or repayment pattern), and notice of any increase or reduction of the Credit Limit shall be given to the Cardholder with three (3) banking days notice. The Bank may also at its discretion restrict, limit, withhold credit or terminate use of the Credit Card, including where the Card Account is current and not in default of any payments by giving reasonable notice to the Cardholder, unless otherwise required by regulatory bodies/agencies/court orders.
- (d) The Cardholder further agrees that where the Cardholder enjoys other banking facilities with the Bank and/or HSBC Amanah Malaysia Berhad ("HSBC Amanah") and if the other banking facilities and/or this credit card facility are/is not conducted in a manner satisfactory to the Bank and/or HSBC Amanah, the Bank and HSBC Amanah have the right to reduce the Cardholder's credit limit, after giving three (3) banking days notice or to restrict, limit or terminate the use of the Credit Card, after giving reasonable notice to the Cardholder unless otherwise required to do so by regulatory bodies/agencies.
- (e) If the Cardholder uses the Credit Card for overseas transactions outside Malaysia in a currency other than Ringgit Malaysia, such amount shall be converted at the exchange rate as determined by Visa International or MasterCard International, as the case may be, on the date of conversion in addition to an administration cost of 1%.
6. The Cardholder shall be responsible for all facilities and services granted by the Bank in respect of the Credit Card and for all related charges even if this Agreement is terminated for any reason. The Cardholder is liable for all Card Transactions even if there is a failure to sign the sales draft or where such failure and/or omission is due to the nature of the transaction or due to oversight on the part of the Cardholder and/or the merchant and/or VISA/MasterCard member bank.
7. (a) A Card Statement will normally be sent to or made available for download by the Cardholder monthly on a date of the month to be determined by the Bank.
- (b) The Current Balance specified on the Card Statement is due and payable by the Customer on the Due Date.
- (c) The Cardholder may elect to pay less than the Current Balance provided that the Cardholder makes the Minimum Payment Due on the Due Date.
- (d) If the Cardholder pays the Bank less than the Current Balance by the Due Date, the Finance Charge shall be imposed against the Card Account.
- (e) Where the Cardholder has more than one Credit Card and each Credit Card has its own Credit Limit, the Minimum Payment Due of RM50.00 shall be applicable to each of the Credit Cards, even if the total of 5% of the Current Balances and the unpaid minimum payment specified in the preceding month's Card Statement is less than RM50.00.

## Contents

A.	Acceptance of this Agreement
B.	Definitions
C.	Usage of Credit Card
D.	Verification of Card Statements
E.	Cash Advance
F.	Payments Made to Card Account
G.	Annual Fee and Service Tax
H.	Liability vis-à-vis Cardholder and merchant
I.	Loss or Theft of Credit Card and Disclosure of PIN to Unauthorised Persons
J.	Set-Off
K.	Termination of Credit Card and Supplementary Credit Card
L.	Effects of Termination
M.	Cardholder's Obligations
N.	Automated Phonebanking Service and Personal Internet Banking
O.	Service and Notification
P.	Conclusive Evidence
Q.	Modification and Variation
R.	Collection, Processing and Sharing of Cardholder Information
S.	Exchange Control Regulations
T.	Indemnity
U.	Disclaimer
V.	Financial Crime Risk Management Activity
W.	HSBC Premier and Visa Platinum Privileges
X.	Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile
Y.	SMS Enquiry Service
Z.	Tax Compliance
AA.	Conflict & Order of Priority
AB.	General

## Cardholder Agreement (June 2014 Edition)

### C. Usage of Credit Card (continued)

7. (f) If the Cardholder pays the Bank less than the Current Balance by the Due Date, Finance Charge will accrue 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.
- (g) A Late Payment Fee will be charged by the Bank if the Cardholder fails to pay the Minimum Payment Due by the Due Date. The Late Payment Fee will be charged on the day after the expiration of 3 days from the Due Date and will be specified in the following month's Card Statement.

### D. Verification of Card Statements

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.

### E. Cash Advance

9. (a) The Cardholder may obtain cash advances at the Bank's discretion, where such cash advances will not cause the Cardholder's available Credit Limit to be exceeded, by:
- (i) presenting the Credit Card at any of the Bank's offices or at any member institution of VISA International and/or MasterCard International together with evidence of the Cardholder's identity and signing the necessary transaction record; or
  - (ii) using the Credit Card at any Automated Teller Machines ("ATM") of the Bank or any member of the HSBC Group ATM Network or of any other bank or institution where the Bank has an arrangement(s) for the use of their ATM.
- In both cases, the maximum amount that can be withdrawn from the Card Account by way of Cash Advance will depend on the prevailing limit set by the Bank from time to time. Where the Cash Advance is made via ATM, each cash advance will be subjected to the applicable daily withdrawal limit or the withdrawal limit per cash advance transaction of the ATM as well as Clause 9(d) below.
- The Bank has the right to impose a ceiling in percentage terms on the quantum of Credit Limit and the Cardholder's available balance which can be utilised for cash advances. The Bank further has the right to vary such ceiling percentage from time to time as the Bank in its absolute discretion deems fit.
- (b) Cash advances will be subject to a cash advance fee of 5% of the amount advanced or RM15, whichever is higher. 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 applicable handling charges shall be debited to the Card Account as at the date of the cash advance.
- The Bank may by notice to the Cardholder vary the cash advance fee and/or handling charges from time to time.
- The Bank also reserves the right, at its absolute discretion, to treat all Credit Card 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.
- (c) The Finance Charge shall be charged at a fixed rate of 18% per annum on the Cash Advances amount taken, calculated from the date of disbursement until payment in full.
9. (d) As provided in Clause 9(a)(ii), the Credit Card may be used at the Bank's ATMs or point-of-sale terminals, in which case the Cardholder agrees that transactions effected through the ATMs or point-of-sale terminals are subject to additional terms and conditions as follows:
- (d) (i) Subject to this Clause 9, the Cardholder may transfer such advance from the Cardholder's Card Account to any other account maintained with any branch of the Bank or HSBC Amanah in Malaysia, provided that such advances do not cause the Cardholder's available Credit Limit to be exceeded and are within the ceiling percentage imposed by the Bank on the quantum of Credit Limit. Such advances will be governed by the terms of this Agreement.

## Contents

A.	Acceptance of this Agreement
B.	Definitions
C.	Usage of Credit Card
D.	Verification of Card Statements
E.	Cash Advance
F.	Payments Made to Card Account
G.	Annual Fee and Service Tax
H.	Liability vis-à-vis Cardholder and merchant
I.	Loss or Theft of Credit Card and Disclosure of PIN to Unauthorised Persons
J.	Set-Off
K.	Termination of Credit Card and Supplementary Credit Card
L.	Effects of Termination
M.	Cardholder's Obligations
N.	Automated Phonebanking Service and Personal Internet Banking
O.	Service and Notification
P.	Conclusive Evidence
Q.	Modification and Variation
R.	Collection, Processing and Sharing of Cardholder Information
S.	Exchange Control Regulations
T.	Indemnity
U.	Disclaimer
V.	Financial Crime Risk Management Activity
W.	HSBC Premier and Visa Platinum Privileges
X.	Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile
Y.	SMS Enquiry Service
Z.	Tax Compliance
AA.	Conflict & Order of Priority
AB.	General

# Cardholder Agreement (June 2014 Edition)

## E. Cash Advance (continued)

- (ii) Settlement of outstanding amounts under the Card Account may be made by a deposit in cash or by cheque (subject to Clause 9(d)(vi) below) or by a funds transfer of up to RM20,000.00 from the Cardholder's account maintained with the Bank or HSBC Amanah encoded on the Credit Card.
- (iii) The Cardholder shall not use or attempt to use the Credit Card for a funds withdrawal or funds transfer unless there is sufficient available balance in the Credit Limit of the Card Account.
- (iv) The Bank shall debit the Card Account with the amount of any funds withdrawal or funds transfer effected with the use of the Credit Card whether with or without the Cardholder's knowledge or authority. The Cardholder is deemed to have given consent for the Bank to do so.
- (v) 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.
- (vi) The Cardholder agrees that in addition to this Agreement, the Bank's Generic Terms and Conditions governing 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) by electronic means, whether at ATMs, point-of-sale terminals or otherwise.
- (vii) Additional handling charges shall be imposed on cash withdrawals performed overseas through the use of the Credit Card (on any account of the Cardholder other than the Card Account) at:
  - RM5.00 per transaction if made through the HSBC Group's ATM Network; and
  - RM10.00 per transaction if performed through the ATMs of the PLUS and CIRRUS Networks.
 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.

## F. Payments Made To Card Account

10. (a) Any transaction for the deposit of cash, cheques, and other negotiable instruments, shall only be deemed as having been made:
- if by a deposit of cash, upon verification by two members of the Bank's staff of the deposit and of the amount of such deposit and the entry recorded in the Bank's records; and
  - if by a deposit of cheques or other negotiable instruments, upon verification by two members of the Bank's staff of the deposit and amount of such deposit and of the Cardholder's title to such cheques and other negotiable instruments for collection.
- The receipt issued by the Express Cash Deposit Machine and Cheque Deposit Machine and the amounts reflected on the ATM screens, at the time of the deposit transaction may confirm the deposit effected but not the amount deposited, hence will not be treated as conclusive.
- (b) Payments made by the Cardholder to the Bank in respect of the Card Account will be applied to the outstanding amount of the Card Transactions, the order of settlement starting from the amounts subject to the highest Rate to the amounts subject to the lowest Rate.

## G. Annual Fee and Service Tax

11. The Cardholder agrees to pay the Annual Fee for the Credit Card and for all Supplementary Credit Cards issued. This Annual Fee shall be determined and/or varied by the Bank from time to time. The Annual Fee will be billed to the Cardholder as specified in the Card Statement. All fees, charges and any applicable service tax will be debited to the Card Account when due and are not refundable.

## H. Liability vis-à-vis Cardholder and Merchant

12. (a) The Bank is not liable for any act or omission of any merchant establishment including any refusal to honour the Credit Card, or any defect or deficiency in any goods or services supplied to the Cardholder by such merchant.
- (b) The Cardholder shall resolve all complaints, claims and disputes against the merchants directly and the Cardholder agrees not to involve the Bank in any such claims, disputes or legal proceedings.
- (c) Any claims and/or disputes which the Cardholder may have against the merchant establishment shall not relieve the Cardholder of the obligation to pay the amounts due to the Bank.

## Contents

A.	Acceptance of this Agreement
B.	Definitions
C.	Usage of Credit Card
D.	Verification of Card Statements
E.	Cash Advance
F.	Payments Made to Card Account
G.	Annual Fee and Service Tax
H.	Liability vis-à-vis Cardholder and merchant
I.	Loss or Theft of Credit Card and Disclosure of PIN to Unauthorised Persons
J.	Set-Off
K.	Termination of Credit Card and Supplementary Credit Card
L.	Effects of Termination
M.	Cardholder's Obligations
N.	Automated Phonebanking Service and Personal Internet Banking
O.	Service and Notification
P.	Conclusive Evidence
Q.	Modification and Variation
R.	Collection, Processing and Sharing of Cardholder Information
S.	Exchange Control Regulations
T.	Indemnity
U.	Disclaimer
V.	Financial Crime Risk Management Activity
W.	HSBC Premier and Visa Platinum Privileges
X.	Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile
Y.	SMS Enquiry Service
Z.	Tax Compliance
AA.	Conflict & Order of Priority
AB.	General

# Cardholder Agreement (June 2014 Edition)

## I. Loss or Theft of Credit Card and Disclosure of PIN to Unauthorised Persons

13. (a) In the situation of a loss or stolen Credit Card, the Cardholder's liability for the disputed Card Transactions is limited to the maximum amount of RM250.00 per card if the following conditions are met:
- the Cardholder has not acted fraudulently or facilitated the fraud or the loss/theft of the Credit Card whether directly or indirectly, or was not grossly negligent; or
  - the Cardholder has informed the Bank immediately after having found the Credit Card to be lost or stolen or when the Cardholder suspects that an unauthorised transaction has been conducted using the Cardholder's Card Account.
- (b) To facilitate the Bank investigating into any report of lost or stolen Credit Card, the Bank will require the assistance of the Cardholder to perform the following:
- notwithstanding that the Cardholder may have lodged a verbal report, the Bank will require the Cardholder to complete a written report, which may include the completion of a questionnaire; and
  - to provide the Bank with a copy of a police report filed in relation to the loss or theft of the Credit Card.
- (c) The Cardholder will not be required to pay the disputed Card Transactions pending investigation by the Bank without prejudice to the Bank's right to claim from the Cardholder the appropriate amount based on the outcome of the investigation.
- (d) Notwithstanding the above, the limitation of liability does not apply to situations where the disputed transactions were performed as a result of the Cardholder having disclosed the PIN for the Credit Card(s) to another person. The Cardholder shall act in good faith, exercise reasonable care and diligence in keeping the PIN in secrecy. For example, the Cardholder should not:
- Write or otherwise record the PIN in a way that can be understood by someone else;
  - Tell the PIN to someone else including, without limitation, the Bank's employees and any third parties providing account aggregation services;
  - Keep any advice from the Bank concerning the PIN promptly after receipt;
  - Use a PIN which may be easy to guess such as birthdays, telephone numbers, dates of birth etc;
  - Use the same PIN without regularly changing it;
  - Use PIN from other internet sites.
- At no time and under no circumstances shall the Cardholder disclose the PIN to any other person.
14. The Bank is not obliged to issue a replacement Credit Card to the Cardholder following its loss or theft. Any replacement Credit Card is subject to a replacement fee applicable at the time of such replacement.

## J. Set-Off

15. The Cardholder and the Supplementary Cardholder(s) respectively authorise the Bank, whether before or after the termination of the use of the Credit Card, to place a hold on the money standing to the credit of any existing account(s) of the Cardholder, of whatever nature, type and description maintained with the Bank or HSBC Amanah Malaysia Berhad (and whether upon maturity or otherwise and whether in Ringgit Malaysia or in any currency) including any joint account(s) with a Supplementary Cardholder and at the end of seven (7) days written notice, to set-off or apply or transfer or utilise any sum standing to the credit of any one or more of such accounts (even if it involves uplifting/withdrawing any deposit/investment before maturity date and/or converting the same into Ringgit Malaysia at the Bank's spot rate of exchange on the day of conversion), in or towards satisfaction of the Cardholder's and/or the Supplementary Cardholder's liability to the Bank under this Agreement (including but not limited to outstanding amounts, legal costs, charges and expenses incurred, if any, in respect of enforcement of this Agreement or recovery of outstanding amounts).

## K. Termination of Credit Card and Supplementary Credit Card

16. (a) The Cardholder may terminate this Agreement at any time by written notice to the Bank. The Credit Card and the Supplementary Credit Card, if any, shall be cut up by the Cardholder and the Bank shall be absolved of all liability or losses as a result of the said Credit Card or Supplementary Credit Card being used by third parties. No refund of the annual fee or any part thereof will be made upon termination of the Credit Card and/or Supplementary Credit Card.

If only one of the Supplementary Credit Card(s) is to be cancelled, the Cardholder should advise the Bank in writing accordingly. The said Supplementary Credit Card shall be cut up by Cardholder and the Bank shall not be responsible for any losses resulting from the said Supplementary Credit Card being used by the Supplementary Cardholder and/or third parties.

## Contents

A.	Acceptance of this Agreement
B.	Definitions
C.	Usage of Credit Card
D.	Verification of Card Statements
E.	Cash Advance
F.	Payments Made to Card Account
G.	Annual Fee and Service Tax
H.	Liability vis-à-vis Cardholder and merchant
I.	Loss or Theft of Credit Card and Disclosure of PIN to Unauthorised Persons
J.	Set-Off
K.	Termination of Credit Card and Supplementary Credit Card
L.	Effects of Termination
M.	Cardholder's Obligations
N.	Automated Phonebanking Service and Personal Internet Banking
O.	Service and Notification
P.	Conclusive Evidence
Q.	Modification and Variation
R.	Collection, Processing and Sharing of Cardholder Information
S.	Exchange Control Regulations
T.	Indemnity
U.	Disclaimer
V.	Financial Crime Risk Management Activity
W.	HSBC Premier and Visa Platinum Privileges
X.	Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile
Y.	SMS Enquiry Service
Z.	Tax Compliance
AA.	Conflict & Order of Priority
AB.	General

# Cardholder Agreement (June 2014 Edition)

## K. Termination of Credit Card and Supplementary Credit Card (continued)

The termination of any Supplementary Credit Card will not terminate the Credit Card, unless otherwise advised to the Bank in writing by the Cardholder.

(b) The Bank may in its absolute discretion and in any circumstance deemed fit, terminate this Agreement without any liability whatsoever to the Cardholder, including but not limited to:

(i) death, bankruptcy, insolvency of the Cardholder, or

(ii) consecutive default by the Cardholder in the monthly repayments of the Card Account or non-adherence of the terms and conditions herein.

## L. Effects of Termination

17. (a) Subject to Clause 15, upon termination of this Agreement for any reason whatsoever, the entire outstanding balance on the Card Account together with the amount of any Card Transactions charged or allegedly charged by the Cardholder to a merchant establishment for the supply of goods or services but not yet posted to the Card Account (collectively, "the outstanding amounts") shall become immediately due and payable in full to the Bank. All outstanding amounts due and payable shall be charged with a fee which shall be fixed at the sole discretion of the Bank.

(b) Without prejudice to the Clause 17(a) above, the Cardholder agrees that he/she remains liable to the Bank for any recurring transactions billed into his/her Credit Card resulting from existing standing instructions/payment arrangements with the merchant establishment(s) involving the Credit Card notwithstanding that the Cardholder has terminated the Card. It is the Cardholder's sole duty and obligation to cancel or transfer such standing instructions/payment arrangements to another medium of payment before terminating his/her Credit Card. The Bank may reverse these transactions from the Card Account, although it is not obligated to do so, if the Cardholder provides proof of payment made by him/her to the merchant establishment(s) receiving payment under the standing instructions/payment arrangements.

(c) The Cardholder or his/her estate will be responsible for all outstanding amounts and shall keep the Bank indemnified for all costs (including legal fees on a solicitor and client basis) and expenses incurred in recovering such outstanding amounts.

## M. Cardholder's Obligations

18. The Cardholder is to notify the Bank's Card Services promptly in writing of any changes in:

- employment or business; or
- his/her office or residential address; a

any of the Cardholder's contact particulars provided to the Bank.

19. (a) If the Cardholder leaves Malaysia for more than one month, he/she should make arrangements to settle the Card Account prior to his/her departure.

(b) If the Cardholder leaves Malaysia to take up residence elsewhere, the Credit Card and any Supplementary Credit Card(s) are to be returned to the Bank for cancellation/termination prior to the Cardholder's departure and Clause 17 shall apply.

## N. Automated Phonebanking Service and Personal Internet Banking

20. Where the Cardholder links his/her Card Account for access through the Bank's Automated Phonebanking Service ("the ATB") or Personal Internet Banking ("the PIB"), the Cardholder agrees that the respective ATB and PIB Terms and Conditions shall form part of these Card Terms and Conditions. In the event of a conflict, these Card Terms and Conditions shall prevail.

## O. Service and Notification

21. (a) The Cardholder irrevocably consents to the service of the Card Statement and any notices given by the Bank, other than service of a notice of demand and of any court process:

- by ordinary mail 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 via internet to the Cardholder's electronic mail address last known to the Bank or internet banking mailbox with the Bank. Such service shall be 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.

## Contents

A.	Acceptance of this Agreement
B.	Definitions
C.	Usage of Credit Card
D.	Verification of Card Statements
E.	Cash Advance
F.	Payments Made to Card Account
G.	Annual Fee and Service Tax
H.	Liability vis-à-vis Cardholder and merchant
I.	Loss or Theft of Credit Card and Disclosure of PIN to Unauthorised Persons
J.	Set-Off
K.	Termination of Credit Card and Supplementary Credit Card
L.	Effects of Termination
M.	Cardholder's Obligations
N.	Automated Phonebanking Service and Personal Internet Banking
O.	Service and Notification
P.	Conclusive Evidence
Q.	Modification and Variation
R.	Collection, Processing and Sharing of Cardholder Information
S.	Exchange Control Regulations
T.	Indemnity
U.	Disclaimer
V.	Financial Crime Risk Management Activity
W.	HSBC Premier and Visa Platinum Privileges
X.	Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile
Y.	SMS Enquiry Service
Z.	Tax Compliance
AA.	Conflict & Order of Priority
AB.	General

# Cardholder Agreement (June 2014 Edition)

## O. Service and Notification

21. (b) For any service of notice of demand and any legal process, the Cardholder irrevocably consents to the service by registered post (not being AR registered post) to the Cardholder's address last known to the Bank. Such notice shall be deemed to be good and sufficient service three (3) days after the date of posting even though it is later returned undelivered.

## P. Conclusive Evidence

22. A certificate by an officer of the Bank as to the amount for the time being due and owing to the Bank from or by the Cardholder shall be conclusive evidence against the Cardholder for all purposes including any legal proceedings.

## Q. Modification and Variation

23. (a) The Cardholder agrees that the Bank has the right to vary, add to or delete any of these Terms and Conditions from time to time. The Bank shall, before the effective date of such changes (other than change to Credit Limit), give the Cardholder at least 21 days notice of any such alterations or publish the change in any manner considered appropriate or as required by the regulatory bodies/agencies. The Cardholder agrees that he/she will be bound by such alterations and if the Cardholder does not agree with such alterations or amendments, the Cardholder must terminate the use of the Credit Card before the effective date of any such alterations or amendments in accordance with Clause 16(a) above by:

- giving prior written notice to the Bank; and
- returning the Credit Card to the Bank.

Upon termination of the Credit Card, the annual fee paid is not refundable and Clause 17 shall apply.

- (b) The Cardholder's retention or use of the Credit Card after the effective date of any change of Terms and Conditions is deemed acceptance of such changes without any reservation by the Cardholder.

## R. Collection, Processing and Sharing of Cardholder Information

24. Generic Terms & Conditions ("GTC") Shall Apply
- (i) GTC Clause 10 on "Collection, Processing and Sharing of Customer Information" is incorporated in this Cardholder Agreement, where all references to "Customer" shall be read as "Cardholder" and all references to "product" shall include "Credit Card".
- (ii) GTC Clause 10 is to be read together with GTC Clause 41 on "Definitions".
- (iii) GTC Clause 10 and Clause 41 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Cardholder Agreement.

## S. Exchange Control Regulations

25. (a) The Cardholder authorizes the Bank to take any steps to comply with the relevant Exchange Control Regulations issued by Bank Negara Malaysia from time to time in respect of any overseas Card Transactions.
- (b) Where applicable, the Cardholder shall comply with the Exchange Control Regulations of Malaysia and use the Credit Card within the limits imposed by the Exchange Control Authorities. The Cardholder shall be responsible for complying with such regulations and limits, and amendments thereto and the Cardholder shall indemnify and hold harmless the Bank from and against all claims, liabilities and damages howsoever arising from the Cardholder's failure to so comply.

## T. Indemnity

26. (a) The Cardholder agrees to indemnify the Bank against any liability for loss, damage, costs and expenses (legal or otherwise including costs on a solicitor and client basis), which the Bank may incur by reason of the provisions herein or in the enforcement of its rights.
- (b) Subject to Clause 15, the Cardholder shall upon demand pay to the Bank all legal costs, charges and expenses which the Bank may incur in enforcing or seeking to enforce this Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Cardholder.
- (c) This indemnity shall remain in full force and effect even after termination of the Credit Card in accordance with Clause 16 above.

## Contents

A.	Acceptance of this Agreement
B.	Definitions
C.	Usage of Credit Card
D.	Verification of Card Statements
E.	Cash Advance
F.	Payments Made to Card Account
G.	Annual Fee and Service Tax
H.	Liability vis-à-vis Cardholder and merchant
I.	Loss or Theft of Credit Card and Disclosure of PIN to Unauthorised Persons
J.	Set-Off
K.	Termination of Credit Card and Supplementary Credit Card
L.	Effects of Termination
M.	Cardholder's Obligations
N.	Automated Phonebanking Service and Personal Internet Banking
O.	Service and Notification
P.	Conclusive Evidence
Q.	Modification and Variation
R.	Collection, Processing and Sharing of Cardholder Information
S.	Exchange Control Regulations
T.	Indemnity
U.	Disclaimer
V.	Financial Crime Risk Management Activity
W.	HSBC Premier and Visa Platinum Privileges
X.	Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile
Y.	SMS Enquiry Service
Z.	Tax Compliance
AA.	Conflict & Order of Priority
AB.	General

## Cardholder Agreement (June 2014 Edition)

### U. Disclaimer

27. The Bank shall not be liable for any loss, injury or damage howsoever arising including consequential and economic loss suffered by the Cardholder, as a result of:
- (i) Card Transactions being rejected due to a "Card Referral", "Card Block" or "Card Declined" Status placed on the Credit Card by the Bank, as a security measure;
  - (ii) mechanical defect or malfunction of the Bank's ATMs or the HSBC Group's/VISA/Plus System and MasterCard/Cirrus ATM Network;
  - (iii) failure of the Credit Card;
  - (iv) the usage of any service offered in relation to the Credit Card;
  - (v) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure in connection with the usage of this Service, even if the Bank, its officers, servants, employees, representatives and/or agents are advised of the possibility of such damages, losses or expenses;
  - (vi) by any circumstances beyond the Bank's control or by strikes or other labour disputes.
28. In the event there are disputes on transaction(s) performed with the Credit Card, the Bank has the discretion to decide whether or not to effect a temporary refund and/or counterfeit refund of credit to the Cardholder pending further investigation by the Bank with the merchants, acquiring banks and/or any other relevant parties. Where the merchants, acquiring banks and/or relevant parties are able to prove with sufficient evidence that the disputed transaction(s) was/were genuinely incurred and/or participated by the Cardholder, the Bank has the right to reverse the temporary credit posted.

### V. Financial Crime Risk Management Activity

29. Generic Terms & Conditions ("GTC") Shall Apply
- (i) GTC Clause 8 on "Financial Crime Risk Management Activity" is incorporated in this Cardholder Agreement, where all references to "Customer" shall be read as "Cardholder" and all references to "product" shall include "Credit Card"
  - (ii) GTC Clause 8 is to be read together with GTC Clause 41 on "Definitions".
  - (iii) GTC Clause 8 and Clause 41 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Cardholder Agreement.

### W. HSBC Premier and Visa Platinum Privileges

30. The list of Visa Exclusive Privileges/MasterCard Moments privileges associated with the Visa Signature Credit Card/Visa Platinum Credit Card/HSBC Advance Visa Platinum/HSBC Premier World MasterCard Credit Card, including the Concierge Service, published in any of the Bank's Visa Signature Credit Card/Visa Platinum Credit Card/HSBC Advance Visa Platinum/HSBC Premier World MasterCard Credit Card brochures or publications, are provided by Visa International and MasterCard International through third party organisations and/or services provided for the benefit of Visa Signature Credit Card/Visa Platinum Credit Card/HSBC Advance Visa Platinum/HSBC Premier World MasterCard Credit Card Cardholders. The Visa Exclusive Privileges/MasterCard Moments privileges, including the Concierge Service are subject to change and to the Visa Exclusive Privileges/MasterCard Moments Terms and Conditions mentioned in the Visa Signature Credit Card/Visa Platinum Credit Card/HSBC Advance Visa Platinum/HSBC Premier World MasterCard Credit Card brochures (a copy of which is supplied to the Visa Signature Credit Card/Visa Platinum Credit Card/HSBC Advance Visa Platinum/HSBC Premier World MasterCard Credit Card Cardholder at the time the Visa Signature Credit Card/Visa Platinum Credit Card/HSBC Advance Visa Platinum/HSBC Premier World MasterCard Credit Card is issued and thereafter available upon request). The Bank disclaims all warranties given by the said third party organisations and/or the service providers, both expressed and implied, including, but not limited to any implied warranty of merchantability and warranty of fitness for a particular purpose, for each of the products and services, or programmes referenced in any of the Visa Signature Credit Card/Visa Platinum Credit Card/HSBC Advance Visa Platinum/HSBC Premier World MasterCard Credit Card brochures and any of the Bank's publications which are offered by the Visa Exclusive Privileges/MasterCard Moments, including the Concierge Service.
- In addition, the Visa Signature Credit Card/Visa Platinum Credit Card/HSBC Advance Visa Platinum/HSBC Premier World MasterCard Credit Card Cardholder undertakes to indemnify the Bank against all claims, liabilities, damages and expenses (legal or otherwise including costs on a solicitor and client basis)



## Contents

# Cardholder Agreement (June 2014 Edition)

A.	Acceptance of this Agreement
B.	Definitions
C.	Usage of Credit Card
D.	Verification of Card Statements
E.	Cash Advance
F.	Payments Made to Card Account
G.	Annual Fee and Service Tax
H.	Liability vis-à-vis Cardholder and merchant
I.	Loss or Theft of Credit Card and Disclosure of PIN to Unauthorised Persons
J.	Set-Off
K.	Termination of Credit Card and Supplementary Credit Card
L.	Effects of Termination
M.	Cardholder's Obligations
N.	Automated Phonebanking Service and Personal Internet Banking
O.	Service and Notification
P.	Conclusive Evidence
Q.	Modification and Variation
R.	Collection, Processing and Sharing of Cardholder Information
S.	Exchange Control Regulations
T.	Indemnity
U.	Disclaimer
V.	Financial Crime Risk Management Activity
W.	HSBC Premier and Visa Platinum Privileges
X.	Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile
Y.	SMS Enquiry Service
Z.	Tax Compliance
AA.	Conflict & Order of Priority
AB.	General

### W. HSBC Premier and Visa Platinum Privileges (continued)

incurred by the Bank in relation to any act or omission of the Bank, its servants or agents (other than that resulting from its/their gross negligence) and in any event, third parties, as well as any loss or damage suffered by the Bank in relation to the Visa Exclusive Privileges/MasterCard Moments, including the Concierge Service.

### X. Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile

31. (a) The Cardholder authorizes the Bank to rely upon and act in accordance with any notice, instruction demand or other communication that may be given by telephone, telex or facsimile transactions by the Cardholder or on his/her behalf ("Instruction") and the Bank shall be entitled to treat the Instructions as fully authorized by the Cardholder and the Bank shall be entitled to take such steps in reliance upon the Instruction as the Bank may consider appropriate.

(b) The Bank under terms of this authorization is not obliged to accept and act upon the following Instructions:

- Change in Mandate
- Change to authorized signatories
- Power of Attorney to another person/entity
- Closure of the account(s) and transfer to the remaining balance by any means

32. Subject to Clauses 8 and 28, any request by mail, telephone or facsimile or online transactions including without limitation, internet banking and bill payments, made by the Cardholder to a merchant or a provider of any services for the supply of goods and/or services to be charged to the Card Account shall constitute authority:

- for the merchant or the provider of services to issue a sales draft for the amount to be charged; and
- for the Bank to debit the Card Account with such amount charged.

The Bank shall take all reasonable steps to verify the identity of the person or persons giving the instructions.

### Y. SMS Enquiry Service

33. (a) The Bank's Short Messaging System (SMS) Enquiry Service ("Service") is an option open to all existing principal Cardholders except for the following category of persons:

- Holder(s) of HSBC Credit Card(s) that are not issued in Malaysia; and/or
- Holder(s) of invalid or cancelled Credit Card(s).

(b) The Service involves the following details being sent to the Cardholder's mobile phone, on request by the Cardholder:

- Credit Card outstanding balance and available credit limit (balance as at Statement Date)
- Credit Card latest statement balance, minimum amount due and payment due date.
- The available Reward Points for redemption.

(c) The Cardholder must first register for the Service by sending a message via SMS to "36722" with the Cardholder's following details:

- Last four (4) digits of Identification number, or
- Last four (4) digits of Passport number (for non-Malaysians).

(d) The Cardholder must use the same mobile phone number registered for the Service. Cardholders are required to re-register if there are changes in mobile phone number.

(e) Error/reject messages will be sent to the Cardholders under the following circumstances:

- Unsuccessful registration
- Invalid IC/Passport format (i.e. non-numeric) received
- Unidentified keywords received
- Cardholders have not registered for the Service, or
- Others

(f) By registering for this Service, the Cardholder hereby expressly agrees to be bound by these Terms and Conditions and consents to the Bank disclosing their information and particulars to all third party service providers engaged by the Bank for the purpose of the Service.

## Contents

A.	Acceptance of this Agreement
B.	Definitions
C.	Usage of Credit Card
D.	Verification of Card Statements
E.	Cash Advance
F.	Payments Made to Card Account
G.	Annual Fee and Service Tax
H.	Liability vis-à-vis Cardholder and merchant
I.	Loss or Theft of Credit Card and Disclosure of PIN to Unauthorised Persons
J.	Set-Off
K.	Termination of Credit Card and Supplementary Credit Card
L.	Effects of Termination
M.	Cardholder's Obligations
N.	Automated Phonebanking Service and Personal Internet Banking
O.	Service and Notification
P.	Conclusive Evidence
Q.	Modification and Variation
R.	Collection, Processing and Sharing of Cardholder Information
S.	Exchange Control Regulations
T.	Indemnity
U.	Disclaimer
V.	Financial Crime Risk Management Activity
W.	HSBC Premier and Visa Platinum Privileges
X.	Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile
Y.	SMS Enquiry Service
Z.	Tax Compliance
AA.	Conflict & Order of Priority
AB.	General

## Cardholder Agreement (June 2014 Edition)

### Y. SMS Enquiry Service (continued)

- (g) The Cardholder also authorizes the Bank to send to his/her mobile phone, as registered by the Cardholder, their Credit Card outstanding balance; available balance of his/her credit limit; payment due date; minimum payment amount; any alerts and marketing promotions relating to the Bank's products and services. This authorization shall remain in full force and effect until an authorized officer of the Bank receives written notice of termination of the Service and/or the Card Account from the Cardholder.
- (h) The Cardholder should send a message via SMS to "36722" with the following details:
- "BAL" for the Credit Card outstanding balance and available credit limit enquiry
  - "DUE" for the Credit Card latest statement balance, minimum amount due and payment due date enquiry
  - "PTS" for the total amount of Reward Points that is available for redemption.
- All Credit Card outstanding balance as advised by the Bank via the Service is accurate at the point of transmission of the SMS by the Bank.
- (i) All telephone and other charges incurred by the Cardholders in relation to all SMS enquiries shall be borne by the Cardholders. A fee of RM0.30 per SMS will be charged to the Cardholders by the network operators for every SMS sent by the Bank to the Cardholders in relation to the Service.
- (j) The Bank's decision pertaining to any enquiry and dispute received shall be final and no correspondence will be entertained.
- (k) The Bank has the right to cancel, terminate or suspend the Service after giving reasonable notice to the Cardholder.

### Z. Tax Compliance

34. Generic Terms & Conditions ("GTC") Shall Apply
- (i) GTC Clause 14 on "Tax Compliance" is incorporated in this Cardholder Agreement, where all references to "Customer" shall be read as "Cardholder" and all references to "product" shall include "Credit Card".
- (ii) GTC Clause 14 is to be read together with GTC Clause 41 on "Definitions".
- (iii) GTC Clause 14 and Clause 41 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Cardholder Agreement.

### AA. Conflict & Order of Priority

35. Generic Terms & Conditions ("GTC") Shall Apply
- (i) GTC Clause 33 on "Conflict & Order of Priority" is incorporated in this Cardholder Agreement.
- (ii) GTC Clause 33 is to be read together with GTC Clause 41 on "Definitions".
- (iii) GTC Clause 33 and Clause 41 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Cardholder Agreement.

### AB. General

36. This Agreement is governed by and construed in accordance with the laws of Malaysia and applicable directives of regulatory bodies/agencies. Any term or condition in this Agreement which is unenforceable shall not affect the remaining terms and conditions.