

# Guide to Specific Terms and Conditions

Specific Terms and Conditions applicable to  
HSBC Amanah Premier Accounts.

Please do not hesitate to contact your nearest  
HSBC/HSBC Amanah branch if you require further  
clarification.

Thank you for banking with HSBC Amanah Premier.

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HSBC  PREMIER

## Guide to Specific Terms and Conditions

The Customer agrees to be bound by the following  
Specific Terms and Conditions:

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HSBC  PREMIER

- a. The Cheque Protection facility (by way of cheque issuance of up to RM500) is an overnight excess allowed by the Bank and must be regularised by the end of the next working day. The overnight excess is subject to the Bank's customary overriding right of payment on demand with the right to withdraw the facility without notice, in the event of unsatisfactory conduct of account including but not limited to cheque returns or failure to regularise excesses as required above and the Customer accordingly holds the Bank free from all liability and agrees to indemnify the Bank against any claims, cost, loss and expenses arising in relation to such withdrawal.
- b. The Customer shall remain liable in respect of all transactions entered into prior to any notification to the Bank of loss or theft of the Automated Teller Machine Card or disclosure (or suspected disclosure) of the PIN/password.
- c. A consolidated statement of account shall be issued containing information relating to accounts held in the Customer's name at the Bank or third party product/services investments marketed by the Bank and sent to the Customer.
- d. The Bank may, at its sole discretion allocate, vary, withdraw, re-designate, convert, upgrade and/or downgrade any or all the HSBC Premier Accounts/-i, without prior notice if the minimum requirements 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 the HSBC Amanah Premier Specific Terms and Conditions.
- e. If the Bank exercises its discretion to allocate, vary, withdraw, re-designate, convert, upgrade and/or downgrade, it will notify the Customer of the same using such means as it shall deem reasonable and all features currently enjoyed by the Customer will be adjusted and/or varied accordingly with further notice.
- f. Following an allocation, variation, withdrawal, re-designation, conversion, upgrade and/or downgrade, 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 repaid 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 that the Customer shall enjoy as a result of the variation shall immediately become binding on the Customer.
- g. The Bank cannot be held liable or responsible for any loss incurred by or inconvenience to a Customer as a result of any allocation, variation, withdrawal, re-designation, conversion, upgrade and/or downgrade 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.

- h.** The provision of facsimile, internet and meeting room facilities are for the convenience of the Customer. The Bank will not be, directly or indirectly responsible or liable for:
1. any delays, errors or malfunction in the transmission or receipt of messages sent via the said facsimile or internet facilities; or
  2. any loss, damage or injury caused to the Customer during the Customer's use of the facsimile, internet or meeting room facilities; or
  3. any acts/omissions of the Customer in using the said facilities, as they do not represent the Bank's endorsement of such acts/omissions of the Customer.
- i.** HSBC/HSBC Amanah Premier Global Services are offered solely to HSBC Premier/HSBC Amanah Premier customers. Customers who no longer hold operative HSBC Premier Accounts shall not be eligible for this service. The list of HSBC Amanah Premier Global Services are available at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my)
- j.** The services provided under HSBC/HSBC Amanah Premier Global Services or any part thereof may be varied, suspended or withdrawn from time to time without prior notice to Customers. 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.
- k.** The services provided under HSBC/HSBC Amanah Premier Global Services are provided by MasterCard International Incorporated, its agents and third party service providers appointed by MasterCard International Incorporated or otherwise. Accordingly the Bank shall not be liable in any way for any actions, claims, loss, damage or liability of whatever nature arising out of any act or omission of MasterCard International Incorporated or any of its agents or third party service providers whomsoever nor does the Bank give any warranty in relation to the provision of services by the Global Service Assistance Centre or any third party service providers.
- l.** The Bank is authorised to debit the Customer's account(s) with an equivalent amount of any withdrawal made through the Emergency Cash Service whether with or without the Customer's knowledge or authority and in the event that such debiting causes the Customer's account(s) to be overdrawn then a minimum fixed service charge (shall not be compounding) will be payable and shall in the absence of agreement to the contrary to be payable on demand. The Bank may in its absolute discretion conclusively determine the order of priority of payment by it of any moneys pursuant to this or cheque drawn on the Customer's account or instructions (whether written or otherwise, including standing or periodic payment Instructions) which the Customer has or may give to the Bank from time to time.

- m.** Without prejudice and in addition to any general lien, right of set-off or other right by way of security which the Bank may have on any account whatsoever, the Customer agrees that the Bank may at any time and without prior notice:-
- (i) apply (even if such application requires breaking of any deposit before its maturity date) any moneys held in any currency to the credit of any account or any other account in the name of the Customer ("the said moneys") with the Bank and/or any member of the HSBC Group against any indebtedness of any type whether actual, contingent, present or future and whether owed by the Customer solely or jointly with any other person to the Bank and/or to any member of the HSBC Group ("the said indebtedness"); and/or
  - (ii) refuse to repay when demanded or when the same falls due any of the said moneys to the Customer if and to the extent that the said indebtedness at the relevant time is equal to or exceeds the said moneys at that time.
  - (iii) The Bank's rights under sub-clause (i) of this Clause shall not be affected by the Customer's death or legal incapacity.
- n.** All applicable charges and fees are contained in the Bank's Tariff and Charges which can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my)
- o.** The Customer is responsible for all charges incurred for the provision of services by MasterCard International Incorporated, its agent and third party service providers including, but not limited to, physicians, hospitals, clinics, lawyers, ticket brokers, luxury shops and any other entity providing assistance, goods or services pursuant to a referral by MasterCard International Incorporated or its agent to the Customer.
- p.** A description of the services provided by MasterCard International Incorporated and its agent is provided in the HSBC Amanah Premier User's Guide and shall form part of and be read with these Terms and Conditions. Profit 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. Profit earned (to the nearest cent) will be credited to the account in June and December of each calendar year. Profit is paid on accounts closed during an profit period up to the last completed day.

## HSBC PREMIER ACCOUNT-i

- a. HSBC Premier Account-i is based on the Shariah principle of Wakalah (agency). The customer hereby agrees that all moneys deposited into the customer's HSBC Premier Account-i ("the Account") with HSBC Amanah Malaysia Berhad ("the Bank") is accepted by the Bank under the above mentioned Shariah principle.
- b. By opening the Account and by depositing moneys into the Account, the Customer appoints the Bank as his Wakeel al-Istithmar (investment agent) and expressly consents to the Bank dealing with the whole or any part of the moneys in the Account generally in such manner as the Bank deems fit based on the principle of Shariah and particularly to invest in Shariah compliant investments or other types of Shariah compliant transactions.
- c. The Bank anticipates, but does not guarantee, that a minimum return, if any, may be generated from its dealing with the moneys in the Account. The return, if any, may vary from time to time, depending on the market's performance which will then correlate with the Shariah principles used for the investment portfolio, as the Bank deems fit.
- d. The return, if any, may be varied thereafter from time to time by public notices at the Bank's branches, postings on the Bank's websites or by other forms of publication or communication as the bank deems fit.
- e. The Customer acknowledges that the moneys deposited in the Account will be dealt with by the Bank for investment purposes and, accordingly, the Customer agrees that, unless there has been negligence or mismanagement on the part of the Bank in carrying out its responsibilities as the Customer's Wakeel al-Istithmar (investment agent), the Bank cannot be liable for the return of any or all of the moneys deposited in the Account.
- f. The Account statements shall be sent on a quarterly basis.
- g. The return accruing, if any, 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 return earned, (to the nearest cent) if any, will be credited to the Customer's Account on a monthly basis.
- h. The Account will attract a monthly service fee [being a wakalah (agency) fee] of RM150 (or such other amount as allowed to be imposed by the Bank from time to time).
- i. Where the Account becomes dormant (i.e. no transactions for one year) with a balance of RM10 and below, the Bank may close the Account and absorb the balance as a charge. Where the balance is more than RM10, the Bank may charge an annual service fee of not more than RM10 (or such other amount as allowed to be imposed by the Bank from time to time) until the remaining balance is sent to the Registrar of Unclaimed Moneys pursuant to the Unclaimed Moneys Act 1965.

- j.** The Customer agrees not to affix any notations, appearing on the face of cheque(s) issued (including but not limited to cheque limits, alterations and validity periods). If such notations are made on any cheque(s) issued, the Bank will be entitled to disregard the notation and will be discharged from all liabilities for doing so.
- k.** The Customer acknowledges the need to exercise care when drawing cheques and agrees not to draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable or facilitates fraud.
- l.** The Customer agrees that cheques shall be written/ printed in non-erasable ink only and not written or printed with erasable ballpoint pens, pencils, electronic typewriter or any other instruments which may give rise to forgery, frauds or other unauthorised alterations. The cheque book shall be kept under secure (preferably locked) and sole control and use of the Customer at all times, failing which no liability shall attach to the Bank. The Customer shall not leave cheques, whether signed or unsigned, unattended. The Customer shall not pre-sign any cheques and shall ensure that spoilt cheques are destroyed completely.
- m.** Stop Payment: The stop payment may only be implemented if the cheques(s) have not been presented for payment. Once implemented, such stop payment shall be binding on the Customer. A "Stop Payment" stamp will be placed on the face of the cheque and no re-presentation of the said cheque will be possible. Handling charges for stop payment as well as requests for interim statements are applicable. When a payment-stopped cheque is returned at a time when the account-i has insufficient funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's Account.
- n.** The Customer agrees to check his receipt of the correct number of cheque books, cheque leaves applied for as well as the account details printed thereon and read and comply with all conditions set out in the inside covers of cheque books, failing which no liability for loss/ damage shall attach to the Bank.
- o.** The Customer agrees not to draw cheques when there are insufficient funds in the Customer's Accounts at the time of issuing the cheque. Should the Bank return a cheque for reasons of insufficient or uncleared funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's Account.
- p.** No alterations whatsoever shall be made on cheque(s). The Bank reserves the right to dishonour and return cheque(s) which in the Bank's sole opinion, bears any form of alteration (whether countersigned by the Customer, the authorised signatory or otherwise).
- q.** The Customer confirms not to have been reported by any bank to the credit bureau established by Bank Negara Malaysia pursuant to Section 47 of the Central Bank of Malaysia Act 2009 and the Bank shall have the right to close any accounts at any time, should the Customer be reported to the said credit bureau.

## HSBC PREMIER AMANAH GENERAL INVESTMENT ACCOUNT-i

- a. This account-i is based on the Shariah principle of Mudharabah (profit sharing), and is subject to the prevailing Rules and Regulations of the Association of Islamic Banking Institutions Malaysia.
- b. Payment of profit if any, in respect of Amanah General Investment Account-i (AGIA-i) of a tenor of 1 – 12 months shall be on the maturity date. In respect of AGIA-i of a tenor of 12 months and above, profit shall be paid at six monthly intervals until maturity date and where the last period to the maturity date is less than 6 months, payment shall be based on the actual remaining number of months to the maturity date.
- c. Notwithstanding paragraph (b) above, profit if any, for selected investment product types may, at the Bank's determination, be payable at monthly intervals irrespective of the tenors of the investment.
- d. The Bank accepts investment for AGIA-i from the Customer based on the Shariah principle of Mudharabah (profit sharing) for a stipulated period. The Customer expressly consents the Bank to utilise the investment amount into any Shariah compliant investments portfolio. Both the Bank and the Customer agree to distribute the profits earned from investment of funds according to the pre-agreed Profit Sharing Ratio.
- e. The profit accruing if any, for each certificate ("advice") shall be determined by the Bank from time to time based on the pre-agreed Profit Sharing Ratio when the Bank accepts the investment amount for each advice.
- f. Premature and/or partial withdrawal of HSBC Amanah Premier AGIA-i is allowed subject to payment of compensation charges on the withdrawal amount.
- g. Unless prior written instruction is received by the Bank from the Customer or the legal personal representatives (executor(s)/administrator(s) or equivalent), the Bank will automatically renew the initial investment amount plus accrued profit (if any) for the same period on maturity date. Notwithstanding any instructions given, the Customer retains the right to amend the Customer's instructions before/on maturity date of the investment(s).
- h. The advice is neither a negotiable nor a transferable instrument.
- i. No portion of the investment placed on AGIA-i can be withdrawn unless the original advice is returned to the Bank duly endorsed by the Customer(s).
- j. In the event that the advice is lost, stolen, or destroyed, the Bank's standard indemnity letter shall be duly completed and signed by all the Customer(s) regardless of the signing condition before payment is made or a duplicate advice is issued.
- k. Customers are advised that for their convenience, they are to provide disposal instructions for their AGIA-i, as all investments are subject to the Unclaimed Moneys Act 1965.

- l.** The Customer understands and agrees that should the maturity date fall on the Bank's non-working day, the maturity date will be automatically adjusted to the next working day.
- m.** Profit if any, is payable proportionately for the completed months of investment of funds at the rate of return applicable to the completed period.
- n.** The validity and availability of any funds deposited in the AGIA-i account by way of a cheque(s) is subject to the clearance of the said cheque(s).

#### **ATM CARD-i**

The liability of a customer in respect of transactions entered into prior to any notifications of loss or theft of the ATM Card-i or disclosure (or suspected disclosure) of the PIN/Password is limited up to an aggregate of RM5,000 per day.

#### **GENERAL**

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

Important Note:

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

Call **1300 88 9393**  
Click [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my)

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