

**Guide to  
Specific Terms & Conditions**

**Personal Financial Services**

**Specific Terms and Conditions applicable to personal accounts and services**

Please note that the terms and conditions contained herein should be read together with the Generic Terms and Conditions “GTC” of the Bank. The GTC is available in booklet form (upon request) and on the Bank’s website at [www.hsbc.com.my](http://www.hsbc.com.my).

**HSBC AMANAH SMART ACCOUNT-i (SMT)**

- (a) A fee as stipulated in the Bank’s Tariff of Charges will be imposed for each and every transaction made over-the-counter at any branch.
- (b) Where the SMT is closed within three (3) months from the date of account opening, a Closure Fee as stipulated in the Bank’s Tariff of Charges (which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my)) will be imposed.
- (c) An e-consolidated statement of account containing information relating to account(s) held in the Customer’s name at the Bank or third party products/services/investments marketed by the Bank shall be made available in electronic (and not hard copy) form. To gain access to e-statement(s), the Customer must register and activate his/her Personal Internet Banking (PIB). Customer whose internet banking access has become dormant after being inactive for more than one year from last usage or who did not activate the PIB service within one month after the Bank’s advice, will be sent hard copy statements and a fee as stipulated in the Bank’s Tariff of Charges will be imposed.
- (d) Customer who request for hardcopy of any available statement will be subject to charges as stipulated in the Bank’s Tariff of Charges.
- (f) SMT is based on the Shariah contract of Mudharabah (Profit Sharing). Mudharabah is contractual arrangement whereby the profits from the investment in Shariah compliance activities will be shared between the two parties, ie the Bank (the “mudharib” or entrepreneur) and customer (the “rabb-ul-mal” or investor) according to the agreed Profit Sharing Ratio. If there are losses from the investment, then these are to be borne by the Customer. However, if the losses are due to the wilful negligence of the Bank, such losses will be borne by the Bank.
- (g) The indicative profit rate (“IPR”) for the SMT is as stipulated in the Bank’s Indicative Profit Rates listing which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my)
- (h) Premature partial upliftment of Amanah Smart Account-i’s Flexi AGIA-i is allowed subject to payment of penalty profit on the uplifted amount.
- (i) The Amanah Statement Savings Account-i (Clauses a & c) and Amanah Current Account-i (Clauses a – g) terms and conditions shall also apply.

**HSBC AMANAH SMART LINK ACCOUNT-i (SLA)**  
**(Optional for link with the HSBC Amanah Smart Account-i)**

- (a) HSBC Amanah Smart Account-i (“linked SMT”) Customer must register and activate his/her Personal Internet Banking (PIB) to open an HSBC Amanah Smart Link Account-i (SLA).
- (b) Upon registration and activation of the PIB, the linked SMT Customer may open a SLA. Through PIB, the linked SMT Customer may then select the SLA tenure from 6 to 120 months (“Selected Tenure”) and set up his/her monthly Standing Instruction (SI) for the SLA authorizing the Bank to transfer a fixed sum (subject to a minimum of RM50) from the linked SMT to the SLA on a particular date of each calendar month (“SI Date”).
- (c) The indicative profit rate (“IPR”) for the SLA is as stipulated in the Bank’s Indicative Profit Rates listing which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my)
- (d) The IPR is subject to change from time to time at the Bank’s discretion.
- (e) No ATM card and chequing facilities will be provided for the SLA.
- (f) Customer is required to set up only one (1) recurring SI throughout the Selected Tenure of the SLA to effect the transfer of a fixed sum in accordance with Clause (b) above.
- (g) Customer has the flexibility to vary the SI amount and/or the Selected Tenure via PIB provided that the minimum SI amount is at least RM50.
- (h) In addition to the SI referred to in Clause (f) above, Customer is at liberty to directly transfer or deposit any additional sum into the SMT anytime during the Selected Tenure.
- (i) In regard to the SI referred to in Clause (b) above, the Bank may at its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to the SI referred to in Clause (b) above or any other order or cheque drawn on the linked SMT or instructions (whether written or otherwise) which the Customer have heretofore or may hereafter give to the Bank.
- (j) The Bank will effect the SI from the linked SMT to the SLA on the stipulated SI Date. In the event the Bank is unable to effect the SI on the SI Date due to insufficient funds in the linked SMT, there will be no contribution to the SLA for that month.
- (k) In the event the Bank is unable to effect the SI in accordance with Clause (b) above for three (3) consecutive months, the SLA will be closed on the day prior to the next SI Date unless Customer has funded the SLA with the amount of the SI prior to closure. Upon closure of the SLA, the balance in the SLA less any fee will be transferred to the linked SMT.

- (l) Customer may potentially enjoy higher returns than the IPR on the balances in the SLA at the end of every calendar month upon the fulfilment of the following two (2) conditions :-
- (i) No withdrawal for the calendar month; and
  - (ii) SI recurring transfer is effected for the month

However, for the first month of the Selected Tenure, the Customer need only fulfil condition (i) above to potentially earn higher returns.

- (m) Customer is entitled to make unlimited withdrawals during the Selected Tenure, subject to there being a minimum RM20 balance in the SLA after such withdrawals. In the event the Customer performs any withdrawal from the SLA, the Customer will not be entitled to the potentially higher returns as mentioned in clause (l) above. In such an instance, the Customer may only earn the normal profit declared at the end of the month and distributed based on the agreed Profit Sharing Ratio. Such withdrawal can only be effected from the linked SMT. In order to effect such a withdrawal from the linked SMT, Customer must first transfer the requisite sum from the SLA to the linked SMT via PIB. Withdrawals from the linked SMT will be subject to the terms and conditions applicable to a SMT. Balances in the SLA are not available balances for payment of cheques issued under the linked SMT.

- (n) Where the SLA is prematurely closed due to any of the following events prior to the expiration of the Selected Tenure, a Premature Account Closure Fee as stipulated in the Bank's Tariff of Charges (which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my)) will be imposed:

- (i) The Bank is unable to effect Customer's SI within 3 months from account opening date in accordance with Clauses (b) and (f) above; or
- (ii) Customer fails to set up a SI within three (3) months from the date of opening of the SLA; or
- (iii) Customer closes the SLA before the expiry of its Selected Tenure SI.

The Premature Account Closure Fee will be deducted from the SLA prior to closure of the SLA. In the event that there is insufficient fund in the SLA, Customer authorises the Bank to deduct the premature account closure fee from the linked SMT or any other credit balance held with the Bank.

- (o) Customer has the option to open up to ten (10) SLAs with each SMT. Customer can also personalise the SLA(s) with a name up to twenty eight (28) characters via PIB only. The personalised name of the SLA will only appear on PIB for Customer's ease of reference and convenience only and is not intended to constitute the SLA as a trust account. The Bank is not liable to Customer to monitor the SLA and /or if the SLA is not used for its intended purpose as reflected in the name of the account and Customer holds the Bank harmless from any claim and shall indemnify the Bank for any losses and damages arising from any such claim.

- (p) Upon maturity of the Selected Tenure, the SLA will be automatically closed and the balance in the SLA less any fee will be automatically transferred to the linked SMT.