

# Guide to Specific Terms & Conditions

## **HSBC Premier**

Specific Terms and Conditions  
applicable to HSBC Premier  
Accounts

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).

Please do not hesitate to contact your nearest HSBC branch if you require any clarification.

Thank you for banking with HSBC.

Issued by HSBC Bank Malaysia Berhad (Company No. 127776-V)

# HSBC Premier Terms and Conditions

- 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 repayment 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 accordingly hold 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. In the event the facility is withdrawn, all outstandings if any, will be charged at the Bank's prevailing unauthorised overdraft rate.
- 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 account(s) 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 terminate any or all the HSBC Premier Account(s) which is/are subject to an annual review, 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 Premier Terms and Conditions, other account-related documentation and the GTC.
- e ▶ 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:
  - any delays, errors or malfunction in the transmission or receipt of messages sent via the said facsimile or internet facilities.
  - any loss, damage or injury caused to the Customer during the Customer's use of the facsimile, internet or meeting room facilities.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.
- f ▶ HSBC Premier Global Services are offered solely to HSBC Premier customers. Customers who no longer hold operative HSBC Premier Accounts shall not be eligible for this service.
- g ▶ The services provided under HSBC 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.
- h ▶ The services provided under HSBC 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.
- i ▶ 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.
- j ▶ 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.
- k ▶ A description of the services provided by MasterCard International Incorporated and its agent is provided in the HSBC Premier User's Guide and shall form part of and be read with these Terms and Conditions.  
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. Interest earned (to the nearest sen) will be credited to the account in June and December of each calendar year. Interest is paid on accounts closed during an interest period up to the last completed day.

## PREMIER SAVINGS

- a ▶ Account statements shall be sent on a quarterly basis.
- b ▶ 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. Interest earned (to the nearest sen) will be credited to the account in June and December of each calendar year. Interest is paid on accounts closed during an interest period up to the last completed day.
- c ▶ Premier Savings will attract a monthly service fee of RM150 (or such other amount as allowed to be imposed by the Bank from time to time).
- d ▶ 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.

## PREMIER CURRENT ACCOUNT

- a ▶ 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.
- b ▶ 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.

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.

- c ▶ Stop Payment: The stop payment may only be implemented if the cheque(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 has insufficient funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- d ▶ 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.
- e ▶ The Customer agrees not to draw cheques when there is insufficient funds in the Customer's account(s) 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.
- f ▶ 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).
- g ▶ The Customer confirms not to have been reported by any bank to the credit bureau established by Bank Negara Malaysia pursuant to Section 30(1)(mmm) of the Central Bank of Malaysia Act 1958 and the Bank shall have the right to close any accounts at any time, should the Customer be reported to the said credit bureau.

## PREMIER TIME DEPOSIT ACCOUNT

- a ▶ Monies deposited will be paid simple interest, unless otherwise indicated in writing by the Bank.
- b ▶ Premature partial upliftment of Premier FlexiTime Deposit is allowed subject to payment of penalty interest on the uplifted amount.
- c ▶ 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 deposit plus accrued interest 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 deposits.
- d ▶ 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.
- e ▶ The validity and availability of any funds deposited in the Time Deposit account by way of a cheque(s) is subject to the clearance of the said cheque(s).

## PREMIER WITH EASIGROW (optional for link with the Premier Account)

- a ▶ Premier Account ("linked PMR") Customers may open a Premier with EasiGrow Account ("PME") and select a tenure of either three (3), five (5) or ten (10) years ("Selected Tenure") with a monthly Standing Instruction authorising HSBC Bank Malaysia Berhad ("the Bank") to transfer a fixed sum (subject to a minimum of RM250) from the linked PMR to the PME on a particular date of each calendar month ("SI Date").
- b ▶ The interest rate for the PME is as stipulated in the Bank's Interest Rates listing which can be viewed at [www.hsbc.com.my](http://www.hsbc.com.my) The interest will be calculated on a daily basis and will be credited to the PME monthly.
- c ▶ The interest rate is subject to change from time to time at the Bank's discretion.
- d ▶ No ATM card, chequeing facilities and Short Message Service will be provided for the PME.
- e ▶ Customer is entitled to set up only one (1) recurring Standing Instruction throughout the Selected Tenure of the PME to effect the transfer of a fixed sum in accordance with Clause (a) above. No variation and/or amendment in respect to the sum, mode of payment and Selected Tenure are permitted.

Overdraft facility (if any) granted to the linked PMR will not be used to effect the Standing Instruction.

- f ▶ In addition to the Standing Instruction referred to in Clause (e) above, Customer is at liberty to directly transfer or deposit any additional sum into the PME anytime during the Selected Tenure.
- g ▶ In regards to the Standing Instruction referred to in Clause (a) above, the Bank may at its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to the Standing Instruction referred to in Clause (a) above or any other order or cheque drawn on the linked PMR or instructions (whether written or otherwise) which the Customer have heretofore or may hereafter give to the Bank.
- h ▶ The Bank will effect the Standing Instruction from the linked PMR to the PME on the stipulated SI Date. In the event the Bank is unable to effect the Standing Instruction on the SI Date due to insufficient funds in the linked PMR, there will be no contribution to the PME for that month.
- i ▶ In the event the Bank is unable to effect the Standing Instruction in accordance with Clause (a) above for three (3) consecutive months, the PME will be closed on the day prior to the next SI Date unless Customer has funded the PME with the amount of the Standing Instruction prior to closure. Upon closure of the PME, the balance in the PME less any fee will be transferred to the linked PMR.
- j ▶ Customer is entitled to make only one (1) withdrawal 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 ("said Limit"). Such withdrawal can only be effected from the linked PMR. In order to effect such a withdrawal from the linked PMR, Customer must first transfer the requisite sum from the PME to the linked PMR. Withdrawals from the linked PMR will be subject to the terms and conditions applicable to a PMR. Balances in the PME are not available balances for payment of cheques issued under the linked PMR.

In the event Customer wishes to withdraw a sum in excess of the said 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 linked PMR.

- k ▶ Where the PME 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 Standing Instruction in accordance with Clauses (a) and (e) above; or
- (ii) Customer makes more than one (1) withdrawal per calendar month; or
- (iii) Customer makes one (1) withdrawal per calendar month but such withdrawal is in excess of 10% of the total balance of the PME; or
- (iv) Customer fails to set up a Standing Instruction within three (3) months from the date of opening of the PME.

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

- l ▶ Customer has the option to personalise the PME with a name up to twenty eight (28) characters via Personal Internet Banking only. The personalised name of the PME will only appear on Personal Internet Banking for Customer's ease of reference and convenience only and is not intended to constitute the PME as a trust account. The Bank is not liable to Customer to monitor the PME and /or if the PME 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.
- m ▶ Upon maturity of the Selected Tenure, the PME will be automatically closed the balance in the PME less any fee will be automatically transferred to the linked PMR.

#### **POWERVANTAGE PLUS PLAN (for Premier customers)**

- 1 ▶ Premier Account ("linked PMR") Customers may participate in the PowerVantage PLUS Plan (for Premier Customers) ("PVA PLUS Plan (for Premier customers)"), which consists of a Premier with EasiGrow PLUS Account ("PEPLUS Account") and an Unit Trust Investment Account ("UT Account"). Subject to the conditions of the PVA PLUS Plan (for Premier customers), the Customer will get to enjoy protection under the Takaful Personal Accident (PA) Certificate ("PA Coverage") from HSBC Amanah Takaful (Malaysia) Sdn. Bhd. ("the Takaful Operator") for the selected tenure of the PVA PLUS Plan (for Premier customers).

#### **STRUCTURE OF THE PVA PLUS PLAN (for Premier customers)**

- 2 ▶ Customer may select any one of the following plans as detailed in the table below. Once the Customer decides on the plan and as per the Customer's standing instructions ("SIs"), HSBC Bank Malaysia Berhad ("the Bank"), will transfer the respective portion of the total monthly contribution for the chosen plan to the Customer's PEPLUS Account and the UT Account from the Customer's linked PMR. The SIs for both the PEPLUS Account and the UT Account will be effected on the 8th of each calendar month ("SI date") throughout the selected tenure for the chosen plan ("Selected Tenure"). The Bank reserves the right to amend the SI date without notification.

| 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                 | 50                                 | 1000                            | 36,000           | 3                                  |
| C    | 5              | 250                 | 250                                | 500                             | 30,000           | 5                                  |
| D    | 5              | 500                 | 50                                 | 1000                            | 60,000           | 5                                  |

- 3 ▶ For unit trust investments under the PVA PLUS Plan (for Premier customers), a 3.5% front end fee will be deducted from the monthly unit trust contribution.
- 4 ▶ This PVA PLUS Plan (for Premier customers) is not available to Customers where the joint account mandate for the linked PMR is for both to sign.
- 5 ▶ No variation and/or amendment in respect to the total monthly contribution, SI date, mode of payment, Selected Tenure, period of Takaful Coverage and switching or transfer of unit trust funds purchased under the PVA PLUS Plan (for Premier customers) are permitted.

### *Benefits of the PVA PLUS Plan (for Premier Customers)*

- 6 ▶ As long as the PEPLUS Account and the UT Account under the PVA PLUS Plan (for Premier customers) are held to maturity and are in good standing, the Customer will enjoy free PA Coverage purchased by the Bank which is effective throughout the Selected Tenure.
- 7 ▶ In a joint account situation, only one of the joint account holder is entitled to enjoy the free PA Coverage. In this regard, the joint account holders will have to specify in the PVA PLUS Plan (for Premier customers) account opening form, the joint account holder who will be covered under the PA Coverage ("Covered Participant"). For the free PA Coverage:
  - the Customer/Covered Participant is bound by the terms and conditions as specified in the Takaful Personal Accident Certificate issued by the Takaful Operator.
  - The effective tenure for the PA Coverage is as stated in the Takaful Personal Accident Certificate.
- 8 ▶ Premature closure or redemption of either the PEPLUS Account or UT Account during the Selected Tenure allows the Bank to discontinue the benefit listed above with immediate effect.

### *Standing Instructions*

- 9 ▶ Notwithstanding that the SIs will be effected on the 8<sup>th</sup> of each month, the Bank reserves the right, without giving the Customer prior notice, to change the SI Date in any circumstances the Bank deems necessary including but not limited to the SI Date falling on a weekend, public holiday or a day where it is a non business day in Kuala Lumpur.
- 10 ▶ In the event that either the PEPLUS Account or the UT account is closed/redeemed ("the Affected Account") or Standing Instructions for either the PEPLUS Account or UT Account is cancelled, the SI for the Affected Account will automatically cease. Customer may continue the SI for remaining account.
- 11 ▶ For all SIs tagged to the linked PMR, the Bank may at its absolute discretion, conclusively determine the order and priority of payment of any monies for such SIs.
- 12 ▶ If there is insufficient fund in the linked PMR to effect both the respective SIs for PEPLUS Account and the UT Account under the PVA PLUS Plan (for Premier customers), priority will be given to the SI for the UT Account.

### *Easigrow PLUS Account*

- 13 ▶ The existing Specific Terms and Conditions of Premier with Easigrow applies subject to the terms and conditions herein and except for the following variations:
  - In addition to the monthly SIs for the PVA PLUS Plan (for Premier customers), the Customer is at liberty to directly transfer or deposit any additional sum into the PEPLUS Account anytime during the Selected Tenure of the PVA PLUS Plan (for Premier customers).
  - In the event the Bank is unable to effect the SI on the SI Date due to insufficient funds in the linked PMR, there will be no contribution to the PEPLUS Account for that month. In the event the Bank is unable to effect the SI for three (3) consecutive months, due to insufficient funds, the PEPLUS Account will be closed on the day prior to the fourth SI Date unless the Customer has funded the PEPLUS Account with the amount of the SI prior to closure. Upon closure of the PEPLUS Account, the balance in the PEPLUS less any fee will be transferred to the linked PMR.
  - Customer is entitled to make only one (1) withdrawal per calendar month of up to 50% of the total balances in the PEPLUS Account or such other sum as may be notified by the Bank from time to time ("said Limit"). Such withdrawal can only be effected from the linked PMR. In order to effect such a withdrawal from the linked PMR, Customer must first transfer the requisite sum from the PEPLUS Account to the linked PMR. Withdrawals from the linked PMR will be subject to the terms and conditions applicable to the linked PMR. Balances in the PEPLUS Account are not available balances for payment of cheques issued under the linked PMR.
  - Where the PEPLUS Account 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) Customer makes more than one (1) withdrawal per calendar month
    - ii) Customer makes one (1) withdrawal per calendar month but such withdrawal is in excess of 50% of the total balance of the PEPLUS Account.
    - iii) Customer fails to set up a Standing Instruction within three (3) months from the date of opening of the PEPLUS Account.
    - iv) The Bank is unable to effect the Customer's SI for three (3) consecutive months as stated in clause 13(b) above.

## Unit Trust Account - Investment Services

- 14 ▶ The existing Specific Terms and Conditions for Investment Services applies subject to the terms and conditions herein and except for the following variations:
- HSBC has full discretion to decide the number and types of fund offered under PVA PLUS Plan (for Premier customers) at any time.
  - In the event the Bank is unable to effect the SI on the SI Date due to insufficient funds in the linked PMR, there will be no contribution to the UT Account for that month. In the event the Bank is unable to effect the SI for three (3) consecutive months, due to insufficient funds, the SI for the UT account will be immediately terminated.
  - Upon maturity of the PVA PLUS Plan (for Premier customers), the unit trust funds purchased under the PVA PLUS Plan (for Premier customers) will remain in the Customer's UT Account whereby the Specific Terms and Conditions for Investment Services will apply.
- 15 ▶ In the event of any inconsistency, the terms and conditions shall prevail in the following order:
- the Specific Terms & Conditions of PVA PLUS Plan (for Premier customers);
  - the Specific Terms & Condition for HSBC Premier and the Specific Terms and Conditions for Investment Services;
  - Generic Terms and Conditions (applicable to all accounts).
- 16 ▶ Operation of the PVA PLUS Plan (for Premier customers) in the following situations:
- If held to maturity:
    - i) the SIs for both the PEPLUS Account and the UT Account will lapse;
    - ii) the PEPLUS Account will be automatically closed and the balance in the PEPLUS Account less any fee will be automatically transferred to the linked PMR;
    - iii) the UT Account will remain and the Customer can redeem the unit trust funds that are purchased under the PVA PLUS Plan (for Premier customers) as and when the Customer deems appropriate;
    - iv) the PA Coverage will lapse.
  - If the PEPLUS Account or the UT Account within the PVA PLUS Plan (for Premier customers) is prematurely closed or redeemed or the SI for either the PEPLUS Account or the UT Account is cancelled:
    - i) the SI for the Affected Account will be terminated. The SI for the remaining account will continue until the maturity of the Selected Tenure;
    - ii) the PA Coverage will lapse.
  - If PA Coverage for the PVA PLUS Plan (for Premier customers) is called upon during the Selected Tenure:
    - i) Sole account situation:
      - a) If death occurs, the benefits payable under the PA Coverage for a Covered Participant will be paid to the Covered Participant's Personal Representative (this include persons such as the Covered Participant's appointed executor, administrator or trustee). The PEPLUS Account and UT Account will be dealt with in accordance to the Bank's normal procedure in such situation.
      - b) If injuries covered under the PA Coverage (other than death) are sustained, the benefits payable under the PA Coverage will be paid to the Customer/Covered Participant. The PVA PLUS Plan (for Premier customers) will continue until maturity of the Selected Tenure without the PA coverage.
    - ii) Joint account situation:
      - a) If the Covered Participant named in the Takaful Personal Accident Certificate passes away, the benefits payable under the PA Coverage will be paid to the Covered Participant's Personal Representative (this include persons such as the Covered Participant's appointed executor, administrator or trustee). The PEPLUS Account and UT Account will be dealt with in accordance to the Bank's normal procedure in such situation.
      - b) If the joint accountholder who is not provided the PA coverage passes away, the PVA PLUS Plan (for Premier customers) and PA Coverage will continue until maturity of the Selected Tenure.
      - c) If injuries covered under the PA Coverage (other than death) are sustained by the Covered Participant who is named in the Takaful Personal Accident Certificate, the benefits payable under the PA Coverage will be paid to the Customer/Covered Participant. The PVA PLUS Plan (for Premier customers) will continue until maturity of the Selected Tenure without PA Coverage.

## **GENERAL**

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

These HSBC Premier Terms and Conditions shall be read in conjunction with the Bank's GTC.

### **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.