

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.

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 In the event the facility is withdrawn, all outstandings if any, will be charged at the Bank's prevailing unauthorised overdraft rate.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)

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.