

# Amended Cardholder Agreement which forms part of the HSBC Bank Malaysia Berhad (“HSBC”) Universal Terms and Conditions

10 March 2020

Dear Valued Cardholders,

We are pleased to inform that our Cardholder Agreement which forms part of the Universal Terms and Conditions for HSBC Bank will be updated and revised as follows effective 1 April 2020 to ensure the Bank fully reflects the principles of fair treatment to our customers.

For all our existing cardholders, we have not taken away any of your existing rights. A summary of the amendments is available below.

The revised Cardholders Agreement is available [here](#).

Products/Services	Clause No.	Summary of amendments
Cardholders Agreement	All sections	The Cardholders Agreement has been simplified but the effect of the clauses remain unchanged.
Introduction		The Agreement is applicable to all cards.
A. Acceptance of this Agreement	1	The acceptance of this Agreement is at the point of credit card application.
B. Definitions	All	The language of this section has been simplified.
C. Usage of Credit Card	3	Amended that the Bank cannot make unreasonable request.
	4 (a)	Amended that cardholder needs to safeguard PIN as well.
	4 (d)	Amended that the maximum limit is set across the banking industry and that the Bank may determine other limits for contactless transactions.
	4 (f)	Amended that primary cardholder is solely liable for the use of supplementary cardholder.
	5 (a)	Removed the following clauses that no longer form part of the Agreement. <i>“The card account shall reflect all transactions, fees and charges in relation to the credit card”</i> <i>“Credit Limit is indicated on the card jacket, welcome pack, credit card monthly statements”</i>
	5 (b)	Amended to provide reason to suspend use of card when it is overlimit.
	6	Removed the portion where cardholder shall be responsible and liable for all related charges even after this Agreement is terminated and where the card statement is made available for download.
	7	New Clause added with regards to Standing Instruction and Mastercard Automatic Billing Updater (ABU).

D. Verification of Card Statements	8	Removed the section where Cardholder is responsible to verify the Card Statement including any irregularities.
E. Cash Advance	9 (a) 9 (b) 9 (c) 9 (d) 9 (e)	Amended that cardholder may obtain cash advance based on the available credit limit by presenting at branches or at ATM networks. Amended to specify that the cash limit is made available at the point of withdrawal. Amended that Cash Advance fee will be charged on the date of withdrawal. Amended that Cash Advance interest is charged from the date of withdrawal. Amended to outline the terms of Cash Advance withdrawal at ATMs.
F. Payment Made to Card Account	10 (b) 10 (c)	Amended that the deposit amount will only be reflected as "Received" upon amount entered into the Bank's records. Added in Payments made via debit instruction or fund transfer shall be deemed "Successful" upon amount entered into the Bank's records.
G. Annual Fees & Service Tax	11	Amended that Primary Cardholder is responsible for annual fees and taxes for all credit cards including supplementary cards.
H. Liability vis-à-vis Cardholder and Merchant	12 (b)	Removed the sentence where Cardholder agrees not to involve the Bank in any legal proceedings, claims and disputes.
I. Loss, Stolen or Unauthorised Use of Credit Card and Disclosure of PIN to Unauthorised Persons	13 (c) 13 (g) (iii)	Added in ' <i>as soon as reasonably practical</i> ' for cardholder to notify the Bank of any unauthorised transactions. Added in that cardholder to exercise good faith and care in keeping and disposing the PIN securely. Removed the clause that the Bank is not obliged to issue a replacement card for lost, theft and unauthorised use which is subject to a replacement fee.
J. Set-off	14	Removed " <i>supplementary cardholders</i> ". Only Primary cardholder can give instruction to the Bank.
K. Termination of Credit Card and Supplementary Credit Card	15 (a) 15 (b)	Amended that cardholder may close credit card account without subject to additional fees/conditions and any credit balance shall be refunded within 30 days from request. Added in " <i>7 banking days notice period</i> " and " <i>3 consecutive defaults</i> " with regards to the termination of Card Account.
L. Effects of Termination	16 (a) 16 (b)	Removed the sentence on all outstanding shall be charged a fee which is fixed at the sole discretion of the Bank on termination or Cardholder's bankruptcy or death. Clause 17 amended to Clause 15 (a) to streamline cross referencing of clauses.
M. Cardholder's Obligation	17	Updated the HSBC Contact Center numbers for Conventional and Amanah. Remove the part where cardholder to make arrangements to settle card account prior to departure if they leave for more than 1 month.

		Deleted the part where cardholder takes residence and required to surrender the Credit Card (and Supplementaries).
N. Automated Phone Banking and Personal Internet Banking	18	Amended that in the event of conflict, this Agreement shall prevail.
O. Service and Notification	19 (a) (ii)	Added in SMS message as a mode of notification.
Q. Modification and Variation	21 (a)	Included " <i>reasonable notice required</i> " for Cardholders.
S. Foreign Exchange Administration Regulations	23 (a)  23 (b)	Added in the link for more info on Foreign Exchange Administration Rules and the impact to customers. Added in that cardholder shall indemnify the Bank on all claims, liabilities and damages arising from Cardholders negligence, action, fraud or unreasonable failure to comply.
T. Indemnity	24	Amended to indemnify of the Bank arising from Cardholders negligence, action, fraud or failure to comply with this Agreement.
U. Disclaimer	25	Removed that the Bank is not liable for any mechanical defect or malfunction of the Bank's ATM or ATM Networks and on failure of Credit Card not caused by the Bank or its intermediary.
X. Authorisation or Instructions via Mail, telephone and Electronic Medium (Online Communication)	28  30	Removed certain instructions for authorisation as it is not applicable to credit card business. Amended to streamline cross referencing of clauses.
Appendix 1	All terms 2 (e)	The term 'Card within a Mobile Wallet' or 'Digital Card' has been replaced with "Mobile Card" for consistency. Removed the limitation on the number of Mobile Cards which is already covered in Clause 2 (f).

Details of amendments made to each sections are detailed [here](#). Amendments are as shown in strikethrough for deletion, and highlighted for addition.