

# Amended HSBC Bank Malaysia Berhad Cardholder Agreement effective 1 JULY 2021

7 June 2021

Dear Valued HSBC Credit Card Cardholders,

We hereby give notice that the amended Cardholder Agreement will supersede the existing Cardholder Agreement effective 1 July 2021.

Amended clause as below:

- **Clause 2 (viii)** has been amended to define Cash Advance.
  - viii. "Cash Advance" means cash or its equivalent is obtained from the Credit Card and includes (without limitation):
    - (a) Cash withdrawal using the Credit Card at Automated Teller Machines ("ATM") or over the counter at the Bank's branch,
    - (b) Transfer of funds from the available Credit Limit as cash from the Card Account to your HSBC/HSBC Amanah deposit account through online interbank GIRO or instant transfer, and
    - (c) Quasi cash transactions using the Credit Card for:
      - i. Betting and gaming related purchases
      - ii. Purchase of foreign currency, cryptocurrencies, travelers cheques, and money orders, or
      - iii. Wire transfers/money transfers.
- **Clause 5 (a) (ii)** has been amended.
  - ii. The Cardholder continues to be fully liable for the amount due in respect of such Card Transactions, which will be considered Cash Advance transactions, and You will not use this as a defence to refuse payment of amounts due to the Bank.

Additional clause as below:

- **Clause 23 (c)** has been added to clarify Foreign Exchange Policy.
  - (c) The Cardholder agrees that if the Cardholder would like to use the Credit Card to buy or sell foreign currency (i.e. foreign currency against ringgit, or foreign currency against another foreign currency), the Cardholder shall only transact with a licensed onshore bank or any person licensed under Money Services Business Act 2011. The Cardholder understands and agrees that a resident individual in Malaysia with domestic ringgit borrowing/financing is allowed to invest in foreign currency asset up to a limit of RM1 million in aggregate per calendar year if the investment is sourced from conversion of ringgit including through use of the Credit Card. The Cardholder continues to be fully liable for the amount due in respect of such Card Transactions, and will not use any non-compliance with Foreign Exchange Notices and/or regulations as a defence to refuse payment of amounts due to the Bank.

The revised HSBC Bank Malaysia Berhad Cardholder Agreement is available [here](#).