

Revision of HSBC Bank Malaysia Berhad (“HSBC Bank”) Universal Terms and Conditions

09 March 2020

Dear valued customers,

With effect from 1 April 2020, to ensure the Bank fully reflects the principles of fair treatment to our customers we would like to inform that our Universal Terms and Conditions for HSBC Bank has been updated and revised. The effective date of the revised Universal Terms and Conditions (April 2020 Edition) for HSBC Bank would be on 01 April 2020.

We did not introduce any new terms in our Universal Terms and Conditions which requires action from our customers but we have provided more clarity to our terms to make it easier to understand.

Amendments made in the UTC April 2020 Edition are as listed below:

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D. **Cardholder Agreement**

- Our Cardholder Agreement can now be accessed directly [here](#).
- To find out more on the amendments to Cardholder Agreement please click [here](#)

The amended Universal Terms & Conditions for HSBC Bank Malaysia Berhad is available [here](#).

Details of amendments made to each sections are as detailed in the table below. Amendments of the sentences are as shown in strikethrough, for deletion, and highlighted, for addition.

A. **Generic Terms and Conditions**

Products/Services	Clause No.	Clauses
Introductory Statement		These Generic Terms & Conditions (applicable to every account/product/service (including banking & financing facilities) opened with or provided by HSBC) should be read together with the Specific Terms & Conditions of the relevant account/product/service opened with or provided by HSBC and HSBC Bank’s Terms and Conditions for Mobile Banking as may be amended from time to time at the absolute discretion of the Bank.
General		HSBC will comply with regulatory duties to our customers at all times when providing, servicing and withdrawing products, exiting client relationships, supporting customers, managing customer investments, administering custody assets/client monies and handling complaints. We will strive to achieve fair outcomes for our customers in all our dealings with our customers.
Account Statements	1 (i)	Where account statements are applicable, they are sent monthly or, at such other intervals as instructed by the Customer or as stated in the applicable Specific Terms & Conditions or account-related documentation. The Customer agrees to promptly check and reconcile the contents of each account statement and transaction record from the Bank with the Customer’s own records to see if there are any errors, omissions, discrepancies or irregularities (including any errors arising from fraudulent or unauthorized transaction) (collectively “Irregularities”). The Customer shall notify the Bank of any Irregularities, as soon as practicable and in any case If the Customer does not notify the Bank in writing of any Irregularities within 60 days from the account statement date. If notice is received by the Bank after this time period, the Bank shall not be responsible for any Loss resulting from the delay by the Customer in providing such notice. the contents of the account statement including the Irregularities shall be taken to be in order and conclusively authorised by and binding on the Customer.

	1 (ii)	<p>The Customer agrees that if the Customer did not register: (a) for email statements, or provide the Bank with any e-mail address; and/or (b) did not register for PIB e-statements, or as a user of PIB, the account statement would be sent via paper statement in hard copy to the last known address in the Bank's record and a fee (as stated in the Bank's Tariff and Charges which can be viewed at https://www.hsbc.com.my/content/dam/hsbc/my/docs/tariff-charges.pdf) would be charged for each account statement issued.</p>
Consolidation & Set-Off	2	<p>If the Customer owes any monies (in the Customer's sole capacity or jointly with another) that are due and payable to the Bank ("Outstanding Amount") and the Customer has failed to settle the Outstanding Amount after the Bank's request debt (whether actual, contingent, present or future) to the Bank and/or HSBC Amanah Malaysia Berhad ("HSBC Amanah") (the Bank's wholly owned subsidiary) solely or jointly with any other person including any unpaid withholding tax (collectively "Indebtedness"), the Customer agrees that the Bank may shall have the right, to protect its interest to do the following:</p> <p>(i) consolidate the credit balances (including in multiple currencies) in all the Customer's accounts with the Bank;</p> <p>(ii) to and put a hold on such amount of the credit balances which the Bank estimates in good faith to be sufficient (including any accruing interest or other charges); and</p> <p>(iii) at the end of 7 days' prior notice to the Customer, consolidate the credit balances (including in multiple currencies) in the Customer's accounts with the Bank and apply such credit balances towards the Outstanding Amount do the following:</p> <p>(iii) consolidate the credit balances in all the Customer's accounts with the Bank (where balances are in different currencies, the Bank may convert one currency to another using its spot rate of exchange on the day of conversion);</p> <p>(iii) put a hold on such amount of the credit balances which the Bank estimates in good faith to be sufficient, including taking into account exchange rate fluctuations (if applicable) of the amount of the Indebtedness plus any accruing interest or other charges;</p> <p>(iv) after the end of 7 days' prior notice, apply such credit balances (even if it involves uplifting any deposit before maturity date) against the Indebtedness (where the balances and Indebtedness are in different currencies, the Bank may convert one currency to another using its spot rate of exchange on the day of conversion); and</p> <p>(iv) the remaining credit balances, if any, shall be held on substantially the same terms as before the consolidation or on such other terms as the Bank considers reasonably appropriate in the circumstances.</p>
Customer's Details and Obligations	3 (i)	<p>The Customer agrees to promptly notify the Bank of any changes in the Customer's address, telephone, mobile phone and/or e-mail address in writing or via channels made available by the Bank. Pending receipt of such notice, the Bank</p>

		shall send all communications to the latest address, e-mail address and/or number stated in the Bank's records and shall not be liable for any loss suffered by the Customer.
Amendment of Terms & Conditions	7.1	<p>Where availability of new products or services or operational, administrative or regulatory changes are required to be notified to the Customer, the These Generic Terms & Conditions, the Specific Terms & Conditions and any of the Bank's products or services (including its features or limits) may be changed or, added to, deleted, terminated or suspended (without affecting liabilities for any prior breaches) by way of 14-21 days' reasonable prior notice to the Customer to be given in on the Bank's internet website and additionally in any of the following manner:</p> <ul style="list-style-type: none"> (i) notice on any of the Bank's internet websites; (i) notice in the account statement; (ii) notice at automated teller machines (ATM), electronic funds transfer at point of sale (EFTPOS) terminals or other electronic terminals; (iii) notice at any of the Bank's branches; (iv) sending a notice to the Customer's latest physical address according to Clause 3 and Clause 4(i) above, such notice to take effect on the 3rd day after posting even though the notice may later be returned undelivered; maintained in the Bank's records; (v) notice via emails or electronic messages which shall be taken to have been received at the time of transmission; or (vi) any other mode the Bank may reasonably consider as views suitable.
	7.2	<p>Changes or additions which:</p> <ul style="list-style-type: none"> (i) impose or increase fees or charges; (ii) increase the Customer's liability for losses; or (iii) reduce the Customer's rights adjust ATM card transaction limits; (iii) for electronic fund transfers via ATM, automated cash deposit facilities and/or telegraphic transfers; or, (iv) reduce the Customer's rights; <p>shall take effect after 21 days' prior written notice by way of notice under 7.1(ii), (v) or (vi) above to the Customer.</p>
	7.3	<p>The Customer shall be taken to have accepted the change(s), or addition(s), deletion(s), termination or suspension unless the Customer objects or otherwise takes positive action to close the account or terminate the service before the changes becomes effective end of the relevant notice period. The Customer remains liable for all transactions before the closure or termination. All other notices from the Bank can also be given in the above manner.</p>
Suspension/Closure of Account	9 (i)	<p>The Customer acknowledges that the Bank has absolute a discretion: not to carry out any instructions or, suspend the use or close of the use of an account by giving 2 weeks' written notice to Customer if:</p>



		<p>(a) where the Bank doubts its the authenticity of the instruction or the account or and in good faith considers it appropriate to do so; or</p> <p>(b) in the event of any dispute or conflicting instructions from between the joint account holders or the Bank receives conflicting instruction, or authorised signatories, partners (whether in respect of a conventional partnership or a limited liability partnership) or directors of a company or if the Bank were to receive conflicting instructions from the foregoing persons; or</p> <p>(c) if the Customer repeatedly fails to pay amounts due to the Bank any fees and charges; or</p> <p>(d) if the Customer fails to provide sufficient information in relation to any payment instructions (including but not limited to purpose of payment); or</p> <p>(e) if the Customer fails to provide promptly Customer Information that the Bank reasonably requests for tax compliance.; or</p> <p>(f) there are changes to the Bank's business, operation, technology or facilities that affect the Services the Bank offer; or</p> <p>(g) there are changes in law or regulations or new industry guidelines or codes of practices that affect the services the Bank offers; or</p> <p>(h) in exercising the Bank's and/or; pursuant to the Bank's rights under Clauses 8 (Financial Crime Risk Management Activity), clause 10 (iv) (Collection, Processing and Sharing of Customer Information) and clause 13 (Know Your Customer).</p>
	9 (ii)	<p>Customer also acknowledges that the Bank has the discretion to close the account by giving Customer 2 weeks' written notice to the Customer at the Customer's address or email address according to Clause 3 and Clause 4 (i) above by maintained in the Bank's records.</p>
	9 (iii)	<p>Notice can be given, to close an account by giving 2 weeks' written notice to the Customer at the Customer's address or email address according to Clause 3 and Clause 4(i) above by via :</p> <p>(a) personal delivery and which shall be taken to have been received at the time of delivery; or</p> <p>(b) ordinary/registered post (either AR or non-AR registered) or courier and which shall be taken to have been received on the 3rd day after posting or the 3rd day after despatch to the courier service provider, as the case may be; even though it may later be returned undelivered, or the Bank is not in receipt of the signed AR eard or the Customer's acknowledgement of receipt; or</p> <p>(c) email which shall be taken to have been received at the time of transmission.</p>
	9 (iv)	<p>The Customer acknowledges that there will be instances where the Bank is not able to provide Bank is not obliged to give its reasons for exercising its discretion to suspend or close the account due to legal and/or regulatory restrictions.</p>
	9 (v)	<p>Unless an account is charged to the Bank, the Customer may at any time close an account by notice in writing to the Bank.</p>

Customer's Security Duties	17	" Biometric Credentials " means any unique biological characteristics or traits that verify your identity, such as your fingerprints, eye retinas, face and voice recognition.
	17 (iii)	All transactions carried out using any Card, PIN, Biometric Credentials, Security Device or password shall be taken as "authorised transactions" if: (a) the Card and the corresponding PIN, Security Device, or password or Biometric Credentials was used and the security of the Bank's fund transfer system was fully functional on that day;
Use of Card	18 (iv)	The Customer must notify the Bank immediately of any loss or theft of any Card or Security Device or disclosure (or suspected disclosure) or compromise of any PIN, Biometric Credentials or password. The Bank shall not be liable for any loss suffered by the Customer from any unauthorized transactions that resulted from the Customer's unreasonable delay in notifying the Bank of the loss or theft of the Card or Security Device or negligence in disclosure of any PIN, Biometric Credentials or password. The Customer remains liable for all transactions entered into before such notification to the Bank.
	18 (v)	All Cards remain the property of the Bank and must be surrendered by the Customer upon the Bank's request, conversion or closure of account, and returned to the Bank upon the Customer's death. The Bank has the right to withdraw, limit or prohibit the use of the Card at any time at its discretion, and if this happens, the Card will be retained by the ATM machine.
	18 (ix)	The Customer acknowledges that the credit or debit balance on the ATM video screen, the internet, any other terminal or channel, or advice slip may be pending verification and/or clearance and cannot be taken as a conclusive statement of the account balance given that there may be transactions pending settlement or clearing with other banks/ clearing house. Customers are to refer to account statements for conclusive statement of account balance.
	18 (x)	The Customer also acknowledges that ATM and other automated facilities are not currently configured for use by the print handicapped or visually impaired persons and such Customer will not hold the Bank liable for any limitation in services arising from the grant of a Card to the Customer at the Customer's request. and for all actions, suits, proceedings, claims, demands, losses, costs, damages and any expense which may be incurred in connection with using the Card at the ATM or other automated facilities.
Use of Debit Card	19 (i) (h)	the Bank will use reasonable endeavours to ensure that electronic channels are available to the Customer on demand however, there may be circumstances of Customer will not hold the Bank liable, responsible or accountable in any way whatsoever by reason of any loss, damage, or injury howsoever caused or if the debit card is not honoured, due to any mechanical defect or malfunction of any ATM, POS terminal, internet network or such other terminals or channels available or due to a loss or interruption of power supply and the Customer will be required



		to proceed to the branches or any other alternative channels to be directed by the Bank for the required service.
	19 (iii)	<p>The Customer acknowledges that for payments at POS terminals:</p> <p>(a) the Customer must enter PIN or Biometric Credentials when prompted for PIN or Biometric Credentials entry to complete the purchase or the transaction may be declined;</p> <p>(b) the Customer may not be required to enter PIN or Biometric Credentials for transactions performed overseas in which case the Customer’s signature will be required;</p> <p>(c) the Customer may not be required to sign or enter PIN or Biometric Credentials for contactless transactions performed locally below RM250 or such other amount as determined by Visa and/or the Bank</p> <p>(d) the merchant may check to ensure there are sufficient funds in the designated account by sending an authorisation request to the Bank;</p> <p>(e) on approval for some transactions, part of the account balance may be blocked until the transaction is concluded;</p> <p>(f) for Automated Fuel Dispenser (“AFD”) transactions for petrol purchases, the block shall be held as follows:</p> <ul style="list-style-type: none"> • for transactions performed in Malaysia, for T + 3 working days with “T” being the transaction day 3 working days after the transaction day; • for transactions performed outside of Malaysia, for 14 working days after the transaction day.
	19 (vi) (a)	<p>In the situation of a card-present unauthorised transaction which require PIN or Biometric Credentials verification, the Customer shall not be liable for the disputed transaction, unless the Customer is proven to have:</p> <p>(i) acted fraudulently;</p> <p>(ii) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Customer’s debit card;</p> <p>(iii) voluntarily disclosed Customer’s PIN to another person;</p> <p>(iv) recorded the PIN or Biometric Credentials on Customer’s debit card, or on anything kept in close proximity with the debit card, which could be lost or stolen together with the debit card.</p>
	19 (vii)	<p>The Customer also acknowledges that ATM, POS terminals and other automated facilities are not currently configured for use by the print handicapped or visually impaired persons and such Customer will not hold the Bank liable for any limitation of services the grant of a debit card to the Customer at the Customer’s request and for all actions, suits, proceedings, claims, demands, losses, costs, damages and any expense which may be incurred in connection with using arising from the use of the debit card at the ATM, POS terminals or other automated facilities.</p>
Cheque & Cash Deposits	20	(i) The Customer agrees to follow the prescribed procedures correctly when using the automated facilities provided by the Bank for cheque and cash deposits. The



		<p>Customer agrees that all uncrossed cheques should be crossed by drawing 2 parallel diagonal lines across the top left hand corner of the cheque before depositing to prevent fraudulent endorsement or changes to be made to the cheque and the Bank shall not be liable for any loss suffered by the Customer as a result of failing to do so.</p> <p>(ii) The Customer acknowledges that all cash deposits (other than through the automated cash deposit facilities) must be handed directly to the Bank's teller. The Customer agrees not to leave cash unattended until the Bank's teller has physically accepted it and further agrees to:</p> <ul style="list-style-type: none"> • count all cash received before leaving the counter as the Bank will not be responsible for any shortfall once the cash has been handed over to the Customer and the Customer has left the counter; • check all debit or credit transaction advices as against counter transactions; and the Bank shall not be liable for any loss suffered by the Customer as a result of failing to do so. <p>(iii) The Customer acknowledges that Every cheque and/or cash deposits made by whatever means through the automated facilities provided by the Bank will be processed in accordance with the Bank's cut-off times as specified at the point of deposit and, shall be taken to have been made only when verified by 2 members of the Bank's staff, duly cleared and entered into the Bank's records.</p> <p>(iv) The Customer acknowledges that the deposited amount on the video screen of the automated facilities or advice slip may be pending verification and/or clearance and cannot be taken as a hence will not be treated as received for value until the amount deposited is entered into the Bank's records conclusive statement of the account balance.</p>
Foreign Currency Cheques	21 (ii)	<p>The Customer agrees:</p> <ul style="list-style-type: none"> • that the Bank reserves the right to debit the Customer's account for the refund; • that the Bank shall not be liable for any loss suffered by the Customer; and • to fully reimburse indemnify the Bank for all fees, costs and expenses incurred in the course of providing the service including arising from the Bank's use of and liaison with intermediaries and third parties as the Customer's agent. <p>against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of the foreign collection. This indemnity shall continue in spite of the termination of any service and/or closure of any account.</p>
	21 (ii)	<p>The Customer further acknowledges and agrees:</p> <ul style="list-style-type: none"> • that the Bank may at in its absolute discretion refuse to accept for collection or purchase any foreign currency cheque, bill or other instrument notwithstanding that there is no irregularity or alteration on such foreign currency cheque, bill or other instrument or that an alteration has been countersigned by the Customer as the Bank may not be able to provide clearing assistance on the same.

Inward Remittances	22 (ii)	<p>The Customer agrees:</p> <ul style="list-style-type: none"> that the Bank shall not be liable to the Customer for any loss, error, omission or delay by the correspondent, clearing or intermediary bank which may take place in the transfer or transmission of inward remittances into the Customer's Bank account unless caused by the Bank's negligence or default.
Outward Remittances	23 (ii)	<p>The Customer agrees that:</p> <ul style="list-style-type: none"> the application for telegraphic transfers or demand drafts will be carried out by the Bank in the same currency in which the Customer pays the Bank, unless the Customer specifically instructs the Bank in writing differently; unless the rate of exchange is confirmed with the Bank's dealer for the transaction where applicable, if the Bank is unable to give a firm quotation for the rate of exchange, the Bank shall carry out the remittance based on a provisional rate and when the actual rate is known, any difference between the provisional rate and the actual rate shall be debited or credited to the relevant Customer's account;
	23 (iii)	<p>The Bank reserves the right to draw the telegraphic transfer or the demand draft on a different bank branch or location place from that specified by the Customer if the Bank's operational circumstances require it.</p>
	23 (iv)	<p>The Bank has the discretion to send the telegraphic transfer literally or in cipher. The Customer acknowledges that telegraphic transfers (including demand drafts if sent on behalf of the Customer at the Customer's request), are sent at the Customer's sole risk. The Customer must ensure that the recipient bank and beneficiary details are accurate and complete in the application form.</p>
	23 (vi)	<p>The Customer agrees that the Bank shall not be liable to the Customer:</p> <ul style="list-style-type: none"> for any loss or delays or rejection by the receiving or intermediary parties which may take place in the transfer, transmission and/or application of funds; or delays or rejection in the case of telegraphic transfers (arising from inaccurate or incomplete payment details provided by the Customer) (as instructed by the Customer or deemed necessary by the Bank), for any error, omission or mutilation which may take place in the transmission of the message (literally or in cipher) or for its misinterpretation by the receiving or intermediary party when received; losses arising from any of above. and the Customer agrees to indemnify the Bank against any actions, legal proceedings, claims and/ or demands that may arise in connection with such loss, delay, error, omission, mutilation and/or misinterpretation.
Carrying Out Payment/Remittance Instructions	24 (i)	<p>The Bank reserves the right to carry out the Customer's payment or remittance instructions by any method the Bank sees fit in spite of any specific instructions from the Customer. The Customer acknowledges that any request for cancellation of a payment or remittance instruction must be made in writing and once the remittance instruction has been issued, the Bank has the discretion whether or not</p>

		to cancel the same. Any cancellation will be subject to the Bank's right to debit the Customer's account for all charges and any foreign exchange losses arising from the cancellation.
	24 (iii)	The Customer agrees that the Bank or relevant Intermediary shall not be liable for any failures, delays, errors, omissions, interruptions, misinterpretation or any other outcome due to the payment or remittance instructions being sent or received through whatever channels of communication where not caused by the Bank or relevant intermediary.
Carrying Out Standing/Periodic Instructions	25 (ii)	The Customer agrees that the Bank may has the discretion to terminate the standing or periodic payment instructions with regard to future payments at any time, by written notice to the Customer where it is no longer able to execute the same or upon or after receipt of written confirmation from the payee named in the standing or periodic payment instructions that no further payment is required.
Autopay Services	26 (iv)	The Customer acknowledges that the Bank is not liable for any loss or delay which may take place in the transfer, transmission, input and/or application of funds outside of the Bank's control and the Customer agrees to indemnify the Bank against any actions, proceedings, claims, demands or liabilities which may arise in connection with such loss or delay.
	26 (v)	The Customer agrees to reimburse the Bank for indemnify the Bank against any actions, proceedings, claims, demands, liabilities, losses, damages, costs and expenses which the Bank may incur as a result of carrying out the Customer's instructions under Autopay Services.
Priority of Payment	27	The Customer agrees that the Bank has full discretion to conclusively determine the order of priority of payment from the funds of the Customer, of any cheque drawn on the Customer's account or any standing or third party payment instructions from the Customer on a first come first out basis.
Beyond Bank's Control	29	The Customer shall not hold the Bank responsible for any loss or damage which the Customer may suffer directly or indirectly relating to arising from any service failure due to, including but not limited to breakdown or malfunction of the any computer, network or equipment not under the control of the Bank, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank, due to attempted or actual acts of terrorism, outbreak of epidemics, acts of God or any circumstances beyond the Bank's control.
Telecommunications	30 (iii) and (iv)	(iii) The Bank is authorised to rely and act on the instructions received by the Bank from the Customer via telephone, mobile phone (including SMS or MMS sent from the Customer's mobile phone number according to Clause 3), electronic medium (i.e. online communications including but not limited to instructions received via mobile banking applications), telex or (excluding instructions received for Credit Card accounts) or other means of telecommunication ("collectively, Telecommunication Instructions") and the Customer agrees that the Bank is



		<p>authorised to treat any Telecommunication Instructions which the Bank in its sole discretion believes came from the Customer (after taking reasonable steps to verify the identity of the person giving or the source of the Telecommunication Instructions) as fully authorised by the Customer and to rely and act on it, and the Bank shall not be liable for any loss suffered by the Customer if such Telecommunication Instructions did not in fact come from the Customer.</p> <p>In spite of what is stated in this Clause, the Bank is not obliged to accept and act upon Telecommunication Instructions regarding:</p> <ul style="list-style-type: none"> • change in account mandate; • change of authorised signatories; • grant of Power of Attorney to another person or entity; • payment instructions; • closure of account(s) and transfer of the remaining balance. <p>(iv) The Customer agrees to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of the Bank acting on the Telecommunication Instructions in good faith which has been reasonably verified by the Bank, and the Bank is authorised to debit any account(s) of the Customer with such sums and Clause 2 above shall apply. This indemnity shall continue in spite of any revocation of authorisation, termination of any service and/or closure of any account.</p>
Indemnity from Customer	31	<p>The Customer shall discharge the Bank from all liabilities and indemnify the Bank against all losses, damages, fees, costs, charges, taxes, duties, imposts and expenses (including legal costs) which the Bank may sustain or incur and which have arisen either directly or indirectly in relation to the circumstances set out below, and the Bank is authorised to debit any account(s) of the Customer with such sums and Clause 2 above shall apply:</p> <p>(a) the maintaining of, use or purported use of the Bank's services, products or facilities and/or the Card, PIN or password by the Customer or any other person (the Customer shall be liable for all transactions effected until the PIN has been cancelled by the Bank);</p> <p>(b) the Customer's breach of or non compliance with these Generic Terms & Conditions, the applicable Specific Terms & Conditions, any account related documentation or any applicable laws and regulations;</p> <p>(c) the Customer's negligent acts or omissions;</p> <p>(d) the Bank accepting instructions from the Customer or which the Bank believes in good faith to have come from the Customer (whether so authorised or not) and acting or failing to act on the same, unless due to the negligence or fraud of the Bank;</p> <p>(e) enforcement by the Bank of its rights under these Generic Terms & Conditions, the applicable Specific Terms & Conditions or any account related documentation;</p>

		<p>(f) any delay in payment or the debit or credit into the Customer's account as a result of Clause 8 and/or Clause 9(i) above.</p> <p>Where the Customer has undertaken to indemnify or reimburse the Bank, the indemnity and/or reimbursement obligation This indemnity shall continue in spite of the termination of any service and/or closure of any account.</p>
Notices	34	<p>Any statement, notice, communication or demand for which the manner of delivery is not specifically stated in these Generic Terms & Conditions, the applicable Specific Terms & Conditions or the Client Charter (available on the Bank's website at www.hsbc.com.my):</p> <p>(a) that is required to be in writing, may be given by the Bank to the Customer</p> <p>(1) at the Customer's address or email address or handphone number according to Clause 3 and Clause 4(i) above by maintained in the Bank's records</p>
Dormant Account	37 (i)	<p>An account with no customer initiated transactions (e.g. deposits and or withdrawals) for a continuous period of 12 months (excluding those initiated by the Bank) shall be classified by the Bank as dormant. An account which is dormant for a continuous period of 7 years shall be classified as unclaimed monies and the account balance will be subsequently paid by the Bank into the government consolidated fund for unclaimed monies. The Customer will be required to apply directly to the consolidated fund for any return of the unclaimed funds dealt with in accordance with the requirements of unclaimed monies.</p>
Fees, Charges & Rates	39	<p>The Customer acknowledges that:</p> <p>(i) the applicable fees and charges are found in the Bank's Tariff and Charges on the Bank's website at https://www.hsbc.com.my/content/dam/hsbc/my/docs/tariff-charges.pdf www.hsbc.com.my (as updated from time to time) and forms part of these Generic Terms & Conditions binding on the Customer, and that the Bank reserves the right to impose and/or revise from time to time by way of notice under Clause 7, such fees and charges as may be required in order to continue to provide the services to the Customer the Bank in its discretion sees fit and to debit any account of the Customer with the applicable fees and charges; and</p> <p>(ii) the applicable interest rates for deposits are found on the Bank's website at https://www.hsbc.com.my/content/dam/hsbc/my/docs/interest-rates.pdf www.hsbc.com.my (as updated from time to time).</p>

B. Specific Terms and Conditions for HSBC Premier & HSBC Advance

Products/Services	Clause No.	Clauses
Premier and Advance Account	1 (a), (b), and (c)	<p>a. Interest shall be:</p> <ul style="list-style-type: none"> calculated on a daily basis; on the balance at the end of each day;

		<ul style="list-style-type: none"> at a rate to be determined by the Bank from time to time published on the Bank's public website at the following link https://www.hsbc.com.my/content/dam/hsbc/my/docs/interest-rates.pdf <p>The interest earned (to the nearest sen) will be credited to the account on a monthly basis.</p> <p>b. The Customer is required to maintain the account minimum eligibility criteria for the account stated in www.hsbc.com.my/1/2//hsbcpremier/hsbc-premier for HSBC Premier and www.hsbc.com.my/1/2//hsbcadvance/hsbc-advance for HSBC Advance, as determined by the Bank which is subject to change from time to time ("Eligibility Criteria") for the account failing which a monthly account fee as stated for the time being in the Bank's Tariff and Charges which can be viewed at the Bank's website www.hsbc.com.my shall be imposed.</p> <p>c. The Customer confirms that it has not been reported by any bank to the credit bureau set up by Bank Negara Malaysia, and acknowledges that the Bank has the right to close the account if the Customer is so reported and the Bank in good faith believes it negatively impacts the Customer's credit rating.</p>
Premier/Advance with EasiGrow (optional for link with the Premier/Advance Account)	3 (h)	If the Bank is unable to execute the SI for three (3) consecutive months, upon reasonable notice given to the Customer, the PME shall be closed on the day before the next SI is to be effected unless the Customer has funded the Premier/Advance Account with the total amount of the SI which were not earlier effected, for such to be effected to the PME. On closure of the PME, the balance in the PME less any applicable fees shall be transferred to the Premier/Advance Account.
Services – Premier Account	6 (c) (i)	<p><u>Re-designation, etc of Premier Accounts</u></p> <p>The Bank may, at its sole discretion allocate, vary, withdraw, re-designate, convert, ("re- designation/re-designate") any or all of the HSBC Premier Accounts, if the Eligibility Criteria are not complied with, or for any other reasons the Bank in good faith views reasonable 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 respective Terms and Conditions.</p>
	6 (c) (iii)	If the Bank exercises its discretion to re-designate/auto-convert, the Bank shall notify provide reasonable prior notice to the Customer and before the Bank adjusts and/or vary all the features currently enjoyed by the Customer. If the Customer does not agree with such re-designation/auto conversion, the Customer shall be given a reasonable time frame to terminate the affected account.
	6 (c) (vii)	For avoidance of doubt, should the Customer requests to close/re-designate his/her HSBC Premier Account, the Premier Debit Card and/or Premier World MasterCard Credit Card/Premier Travel Credit Card will be terminated immediately, and any Debit Card/Credit Card issued to the HSBC Premier Account must be destroyed by the Customer and any outstanding balances shall become immediately due and payable in full to the Bank on the date of account closure/re-designation. The Customer shall remain liable to the Bank for any recurring

		transactions billed into his/her account, Debit Card and/or Credit Card resulting from existing standing instructions/payment arrangements notwithstanding the termination. It is the Customer's sole duty and obligation to cancel or transfer such standing instructions/payment arrangements to another medium of payment before the Customer requests to close/re-designate his/her Premier Account.
Services – Advance Account	7 (d) (i)	<u>Re-designation, etc of Advance Accounts</u> The Bank may, at its sole discretion allocate, vary, withdraw, re-designate, convert, ("re- designation/re-designate") any or all of the HSBC Advance Accounts, if the Eligibility Criteria are not complied with, or for any other reasons the Bank in good faith views reasonable 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 respective Terms and Conditions.
	7 (d) (iii)	If the Bank exercises its discretion to re-designate/auto-convert, the Bank shall notify provide reasonable prior notice to the Customer and before the Bank adjusts and/or vary at the features currently enjoyed by the Customer. If the Customer does not agree with such re-designation/auto conversion, the Customer shall be given a reasonable time frame to terminate the affected account.

C. Specific Terms and Conditions for Retail Banking & Wealth Management

Products/Services	Clause No.	Clauses
General Statement		These Specific Terms & Conditions (not applicable to credit cards) should be read together with the Generic Terms & Conditions. * All deposit products below (except HSBC Gold Account) are protected by PIDM up to RM250,000 per depositor (except HSBC Gold Account): Protected by PIDM up to RM250,000 per depositor.
TopRate Statement Savings	Note	(Note: This Product has been discontinued. The terms herein apply to existing account holders only. Existing account holders are recommended to close the account and open a Basic Savings Account for additional privileges.)
	1 (b)	Interest shall be: <ul style="list-style-type: none"> 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 as published on the Bank's website at the following link https://www.hsbc.com.my/content/dam/hsbc/my/docs/interest-rates.pdf
TopRate Passbook Savings/Junior TopRate Savings	Note	(Note: This Product has been discontinued. The terms herein apply to existing account holders only. Existing account holders are recommended to convert/close the account and open a Junior Top Rate Statement Savings Account for additional privileges.)
	4 (a)	Interest shall be: <ul style="list-style-type: none"> 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 as published on the Bank's website at

		<p>the following link https://www.hsbc.com.my/content/dam/hsbc/my/docs/interest-rates.pdf</p>
	4 (b)	<p>Account statements in hard copy form or electronic format ("E-statement") shall be issued and sent to the Customer on a quarterly basis. The E-statement may be sent to the Customer via electronic mail to the Customer's e-mail address last known to the Bank or through Personal Internet Banking ("PIB") if the Customer is a registered user.</p> <p>Account statements will be generated but not sent to the Customer. However, upon request, quarterly statements or at such other intervals determined by the Bank from time to time, may be made available to the Customer at a fee to be determined by the Bank or sent to the Customer in electronic format to the Customer's e-mail address last known to the Bank or through Personal Internet Banking ("PIB") if the Customer is a registered user.</p>
Current Account	5 (a), (b) and (c)	<p>a. The Customer confirms that the Customer has not been reported by any bank to the credit bureau set up by Bank Negara Malaysia, and acknowledges that the Bank has the right to close the account if the Customer is so reported and the Bank in good faith believes it negatively impacts the Customer's credit rating.</p> <p>b. The Customer agrees is required to check upon receipt, that:</p> <ul style="list-style-type: none"> • the Customer has received the correct number of cheque books; • each cheque book has the correct number of cheque leaves; • account details printed are correct; and • to read and carry out all the instructions set out in the inside covers of cheque book; <p>and if the Customer fails to do any of it, the Bank shall not be liable for any loss suffered by the Customer.</p> <p>c. The Customer agrees that it is the Customer's responsibility to keep the cheque book secure (preferably locked) and under its sole control at all times, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer. The Customer agrees to keep the cheque book secure and under the Customer's sole control at all times. If the Customer fails to do so, the Bank shall not be liable for any misappropriation of the cheques.</p>
Basic Current Account	6 (a)	<p>An account statement in hard copy form or electronic format ("E-statement") shall be issued containing information relating to account(s) and sent to held in the Customer's name at the Bank on a monthly basis or such other permitted intervals determined by the Bank. The E-statement in electronic format may be sent to the Customer via electronic mail to the Customer's e-mail address last known to the Bank or through Personal Internet Banking ("PIB") if the Customer is a registered user.</p>
	6 (c)	<p>The Bank reserves the right to refuse payment of withdrawal instruction or cheque encashment (through issuance of a cheque to a third party) from the Customer's account, to a third party whether authorised or purportedly authorised by the Customer at the branch of account where the Bank acting in good faith believes</p>

		that the cheque has been tampered with or if the transaction otherwise requires further verification.
HSBC Gold Account	10 (13)	The operation of the Account is subject to the prevailing Foreign Exchange Administration regulations Rules. For more information on Foreign Exchange Administration Rules and how it impacts the Customer refer to the following link https://www.hsbc.com.my/content/dam/hsbc/my/docs/investments/notice-of-changes/20130101-notices-on-foreign-exchange-administration-rules.pdf
	10 (20)	Customer agrees that the Bank shall, acting reasonably, have full and absolute discretion in respect of the timing, price and terms of sale of the GLD in the process of exercising any of the Bank's rights herein which entail liquidating the GLD in the Customer's Account for the exercise of such right, which shall be final, conclusive and binding against the Customer in the absence of manifest error. There shall be no implied duty on the Bank to obtain the best possible price or return in liquidating the Account's GLD balances or part(s) thereof in the exercise of the Bank's rights aforesaid, and any such duty is agreed to be waived by the Customer.
FCY Current Account	11 (e)	The Customer acknowledges that the operation of the account is subject to the prevailing Foreign Exchange Administration regulations Rules. For more information on Foreign Exchange Administration Rules and how it impacts the Customer refer to the following link https://www.hsbc.com.my/content/dam/hsbc/my/docs/investments/notice-of-changes/20130101-notices-on-foreign-exchange-administration-rules.pdf
	12 (e)	Interest 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 as published on the Bank's website at the following link https://www.hsbc.com.my/content/dam/hsbc/my/doc.s/interest-rates.pdf
	12 (f)	The Customer acknowledges that the operation of the account is subject to the prevailing Foreign Exchange Administration regulations Rules. For more information on Foreign Exchange Administration Rules and how it impacts the Customer refer to the following link https://www.hsbc.com.my/content/dam/hsbc/my/docs/investments/notice-of-changes/20130101-notices-on-foreign-exchange-administration-rules.pdf
	13 (e)	Deposits: <ul style="list-style-type: none"> • will earn simple interest payable at maturity; • may not be withdrawn before maturity date and if exceptionally allowed, no interest is payable on the deposits and the Customer shall compensate the Bank for the penalty charges and any loss calculated at prevailing market rates
Everyday Global Account	15 (g)	Where a currency is not supported in the foreign currency intended, the Customers agrees that the transaction shall be debited to the account after conversion to Ringgit Malaysia, subject to sufficient credit balances, at the



		exchange rate determined by Visa International (for VISA operated ATMs and terminals) or by HSBC (for HSBC Group ATM Network), plus administration charges, on the date of conversion. ATM Operator Fees may be incurred at non-HSBC ATMs.
		The Customer acknowledges that the operation of the account is subject to the prevailing Foreign Exchange Administration Rules. For more information on Foreign Exchange Administration Rules and how it impacts the Customer refer to the following link https://www.hsbc.com.my/content/dam/hsbc/my/docs/investments/notice-of-changes/20130101-notices-on-foreign-exchange-administration-rules.pdf

D. Cardholder Agreement

Products/Services	Clause No.	Clauses
General Statement	General	This Cardholder Agreement is available on the Bank's website at http://www.hsbc.om.my/card_TC IMPORTANT! Please take the time to read and understand this Cardholder Agreement before using your HSBC Credit Card as this Cardholder Agreement (including its appendices) is binding on you upon usage of the Credit Card. If there are any terms that you do not understand, please discuss further with the Bank's staff, authorized representative or agent before activating and using your HSBC Credit Card.