

## **Revision of HSBC Amanah Malaysia Berhad (“HSBC Amanah”) Universal Terms and Conditions**

Dear valued customers,

We would like to inform that our Universal Terms and Conditions for HSBC Amanah will be updated and revised respectively.

The effective date of the revised Universal Terms and Conditions (February 2019 Edition) for HSBC Amanah are as follows:

15 February 2019 for all new customers of HSBC Amanah

8 March 2019 for all existing customers of HSBC Amanah as at 15 February 2019

### **HSBC Amanah Universal Terms and Conditions**

The amendments to the Specific Terms and Conditions for Retail Banking and Wealth Management are as follows:

1. Amendment to Clauses 6 (d), (e), and (f) of Foreign Currency (FCY) Accounts-i as shown in bold, underlined and struckthrough below,

*(d) The Customer must open or have a Ringgit account with the Bank/HSBC Bank to convert:*

- *Ringgit to the required foreign currency to be credited to the account **(Where the Ringgit account is with the Bank, the Bank is the seller and the Customer is the buyer of the foreign currency);** or*
- *foreign currency into Ringgit **(The Bank is the buyer and the Customer is the seller of the foreign currency);***

*as cash deposit/withdrawal is not allowed, and information relating to this account will be included in the account statement for the said Ringgit account.*

**(e) For transfer of funds which requires cross currency conversion to be made from foreign currency A to foreign currency B, the Bank is the buyer of foreign currency A and the Customer is the seller of the foreign currency A.**

**(f) The rate of exchange for any conversion of currency is based on the Bank’s prevailing spot rate and any settlement (save for circumstances beyond the Bank’s control as described in GTC Clause 29) shall be done on immediate basis.**

2. Removal of reference to Crude Palm Oil in Clause (d) of Term Deposit-i as shown in strikethrough and bold below.

d. Commodity Murabahah Transactions

The Customer shall enter into purchase and sale transactions for Shariah compliant commodities ~~such as Crude Palm Oil~~ (“Commodity Murabahah Transactions”) on the next Trading Day.

3. Amendment to Clauses 3 (c-i,c-iv,c-v,c-viii) of Services – HSBC Amanah Premier Account as shown in bold, underlined and struckthrough below,

**3. Services – HSBC Amanah Premier Account (continued)**

c. Re-designation, etc of Premier Accounts-i

(i) The Bank may, at its sole discretion allocate, vary, withdraw, re-designate, convert, (**“re-designation/ re-designate”**) any or all of the HSBC Amanah Premier Accounts-i, if the Eligibility Criteria 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 respective Terms and Conditions.

(iv) Following a re-designation/auto-conversion, the applicable provisions of these Specific Terms and Conditions and other terms and conditions governing the use of any features terminated shall continue to bind the Customer until all obligations and liabilities owing by the Customer to the Bank with respect to such features have been fully paid and satisfied. All applicable provisions of these Specific Terms and Conditions and other terms and conditions governing the use of any new or additional features/account that the Customer shall enjoy as a result of the variation shall immediately become binding on the Customer.

(v) The Premier ATM/Debit Card-i and Premier World Mastercard Credit Card-i which can only be held together with a Premier Account-i must be surrendered to the Bank and any outstanding balances must be settled within 90 days following a re-designation/auto-conversion. The Premier ATM/ Debit Card-i and Premier World Mastercard Credit Card-i will no longer be operational and will be cancelled/terminated at the end of the 90 days after the re-designation/auto-conversion of the HSBC Amanah Premier Account-i.

The Premier Debit Card-i and/or Premier World Mastercard Credit Card-i which can only be held together with an HSBC Amanah Premier Account-i shall no longer be operational and shall be cancelled/terminated on the date as specified in the notice of re-designation/auto-conversion by the Bank to the Customer. The Premier Debit Card-i and/or Premier World Mastercard Credit Card-i must be destroyed by the Customer and the outstanding amounts shall become immediately due and payable in full to the Bank on the date of re-designation/auto-conversion.

(vii) For avoidance of doubt, should the Customer requests to close/re-designate his/her HSBC Amanah Premier Account-i, the Premier Debit Card-i and/or Premier World MasterCard Credit Card-i will be terminated immediately, 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-i, Debit Card-i and/or Credit Card-i 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 Amanah Premier Account-i.

4. Amendment to Clauses 3 (c-i, c-iv, c-v, c-viii) of Services – HSBC Amanah Advance Account as shown in bold, underlined and struckthrough below,

#### 4. Services – HSBC Amanah Advance Account

##### d. Re-designation, etc of Advance Account-i

(i) The Bank may, at its sole discretion allocate, vary, withdraw, re-designate, convert, (“**re-designation/** re-designate”) any or all of the HSBC Amanah Advance Account-i, if the Eligibility Criteria 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 **respective** Terms and Conditions.

(iv) Following a re-designation/auto-conversion, the applicable provisions of these Specific Terms and Conditions and other terms and conditions governing the use of any features terminated shall continue to bind the Customer until all obligations and liabilities owing by the Customer to the Bank with respect to such features have been fully paid and satisfied. All applicable provisions of these Specific Terms and Conditions and other terms and conditions governing the use of any new or additional features/account that the Customer shall enjoy as a result of the variation shall immediately become binding on the **C**ustomer.

~~(v) The Advance ATM/Debit Card-i which can only be held together with a Advance Account-i must be surrendered to the Bank and any outstanding balances must be settled within 90 days following a re-designation/auto-conversion. The Advance ATM/Debit Card-i will no longer be operational and will be cancelled/terminated at the end of the 90 days after the re-designation/auto-conversion of the HSBC Amanah Advance Account-i.~~

**The Advance Debit Card-i and/or Amanah MPower Platinum Credit Card-i which can only be held together with an HSBC Amanah Advance Account-i shall no longer be operational and shall be cancelled/terminated on the date as specified in the notice of re-designation/auto-conversion by the Bank to the Customer. The Advance Debit Card-i and/or Amanah MPower Platinum Credit Card-i must be destroyed by the Customer and the outstanding amounts shall become immediately due and payable in full to the Bank on the date of re-designation/auto-conversion.**

**(vii) For avoidance of doubt, should the Customer requests to close/re-designate his/her HSBC Amanah Advance Account-i, the Advance Debit Card-i and/or Amanah MPower Platinum Credit Card-i will be terminated immediately, 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-i, Debit Card-i and/or Credit Card-i 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 Amanah Advance Account-i**

The amendments to the Cardholder Agreement are as follows:

5. Additional para (c) under Clause 16 of the Cardholder Agreement (under K. Termination of Credit Card-i and Supplementary Credit Card-i)

**(c) The Amanah Premier World Mastercard Credit card-i can only be held together with an HSBC Amanah Premier Account. Whereas, the Amanah Advance Visa Platinum Credit Card-i can only be held together with an HSBC Amanah Advance Account. In the event the Cardholder of Amanah Premier World Mastercard Credit Card-i no longer holds an HSBC Amanah Premier Account or HSBC Amanah Advance Account (as applicable), the Amanah Premier World Mastercard /Amanah Advance Visa Platinum Credit Card-i shall be cancelled/terminated immediately upon termination of the HSBC Amanah Premier Account/ HSBC Amanah Advance Account, or upon re-designation/auto-conversion of the HSBC Amanah Premier Account / HSBC Amanah Advance Account, as the case may be.**



Issued by HSBC Amanah Malaysia Berhad (Company No. 807705-X).

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