

#### HONG LEONG PAY&SAVE ACCOUNT-i

# TERMS AND CONDITIONS ("T&Cs") (Versi Bahasa Malaysia)

These T&Cs are to be read together as a whole with the General Terms and Conditions of Accounts, Debit Card-i Terms and Conditions and any other relevant terms and conditions **as Hong Leong Islamic Bank Berhad** ("**HLISB**") may impose from time to time with twenty-one (21) calendar days' notice.

### **Shariah Contract**

- Hong Leong Pay&Save Account-i is an Islamic deposit account that adopts the Shariah contract of Tawarruq and other Shariah contracts approved by Bank Negara Malaysia ("BNM"), where applicable.
  - 1.1 "Tawarruq" refers to multiple sale and purchase transactions. The mechanics are as follows:
    - i) HLISB, acting as an Agent, purchases the Commodity on behalf of Accountholders (as defined in Paragraph ii below) at purchase price.
    - ii) HLISB thereafter as an Agent to the Accountholders, sells the Commodity to HLISB at the selling price on the basis of Murabahah which shall be paid to the Accountholders on a deferred basis throughout the tenure (after taking into consideration any rebates, if any).
    - iii) HLISB thereafter sells the Commodity to a third party on a cash and spot basis.
  - "Ibra" represents the 'waiver on right of claim' accorded by a person to another person who has an obligation (zimmah) that is due to him. Ibra' or 'rebate' refers to an act by a person relinquishing his rights to collect payment due from another person. In this product structure, a rebate is given by the Accountholders to HLISB on the selling price. Nevertheless, HLISB may waive its right to the rebate given by the Accountholders, in the form of extra/bonus profit payable to Accountholders, if applicable.
  - 1.3 **"Bai" al-Sarf"** refers to a contract of exchange of money for money of the same or different type. Bai' al-Sarf in Pay&Save Account-i refers to a situation under the Multi-Currency Feature (as defined below) whereby the Accountholders will sell a currency to HLISB for another currency on a spot basis and at HLISB's prevailing exchange rate.

### **Eligibility**

- 2. The **Hong Leong Pay&Save Account-i** ("**Account**") is a hybrid savings and current account and is open to both individual and sole proprietors ("**Accountholders**").
  - For the avoidance of doubt, individuals refer to Malaysian and non-Malaysian individuals aged **eighteen (18)** years and above, either single or joint names accountholders.
- 3. Non-Malaysian individuals are subject to the provisions of the **Islamic Financial Services Act 2013** and the **Foreign Exchange Policy Notices** issued by BNM including the definition of Resident.
- 4. Limited Liability Partnerships, Partnerships, Unincorporated Partnerships, Professional Practices, Clubs, Societies, Associations, Schools, Companies/Corporations duly registered or incorporated in Malaysia, Non-profit Organizations and other business entities are not eligible to open or operate such an Account.
- 5. The minimum initial deposit to open the Account is **Ringgit Malaysia Fifty (RM50)**.

Version 1.0 Page 1 of 10



6. No introducer is required to open the Account and no Passbook will be issued.

### Cash withdrawal from Automated Teller Machine ("ATM")

- 7. Accountholders are required to select "Current Account" when performing cash withdrawals from the Account at the ATM which are:
  - a) installed by Hong Leong Bank Berhad ("**HLB**")/HLISB or any member of the Shared ATM Network (SAN); and/or
  - b) designated by HLB/HLISB or Visa/Mastercard.

### **Savings Profit**

- 8. The Accountholders are eligible for a savings profit ("Savings Profit") provided they place a minimum deposit amount (including QR transfer) of Ringgit Malaysia Two Thousand (RM2,000) in one single transaction into the Account for three (3) calendar months consecutively as illustrated by the respective quarters in Table 2 below, subject to the T&Cs herein.
- 9. The minimum deposit of **Ringgit Malaysia Two Thousand (RM2,000)** is defined as any placement into the Account during the month with exception to the following:
  - Maturing Fixed Deposit/Fixed Deposit-i ("FD/FD-i") or premature withdrawal of FD/FD-i from any existing HLB/HLISB account;
  - Intra bank transfer of funds, i.e. transfer of funds from another HLB/HLISB account (whether Current Account or Savings Account or Current Account-i or Saving Account-i ("CASA/CASA-i") or FD/FD-i, Term Investment Account-i ("TIA-i") or General Investment Account-i ("GIA-i");
  - Proceeds arising from the redemption of equity, unit trust funds, bonds/sukuk and/or Hong Leong Invest Safe that are re-deposited into any CASA/CASA-i of the Accountholders; and
  - Any unsuccessful or reversal of monetary transactions back to the Account.
- 10. The Savings Profit is calculated and accrued daily based on each day's end-day balance subject to the Accountholders having fulfilled and achieved:
  - 10.1 the criteria prescribed in Clause 8 and 9 above; and
  - 10.2 the respective Minimum Daily End Day Balance and the Maximum Daily End Day Balance as set out in Table 1 below,

### Table 1

Customer Type	Minimum Daily End Da Balance	Maximum Daily End Day Balance
Individual	Ringgit Malaysia One Thousand (RM1,000)	Ringgit Malaysia One Hundred Thousand (RM100,000)
Sole proprietors	Ringgit Malaysia Ten Thousand (RM10,000)	Ringgit Malaysia One Hundred Thousand (RM100,000)

11. The crediting of the Savings Profit is on the respective crediting date which is based on the breakdown of months for each quarter as set out in Table 2 below.

#### Table 2

Quarters	Monthly Breakdown	Crediting Date
Quarter 1	1 January - 31 March	1 April
Quarter 2	1 April - 30 June	1 July
Quarter 3	1 July - 30 September	1 October
Quarter 4	1 October - 31 December	1 January

Version 1.0 Page 2 of 10



- 12. In the event the Account is closed before the next profit crediting date, no Savings Profit will be paid for that quarter.
- 13. The latest Savings Profit Rates are available at HLISB's corporate website at <a href="www.hlisb.com.my">www.hlisb.com.my</a> ("HLISB's Website").

### e-Xtra Profit

- 14. Subject to the T&Cs herein, the Accountholders are eligible for extra profit each month ("e-Xtra Profit") if they make Eligible Bill Payments with a minimum aggregate amount of Ringgit Malaysia Five Hundred (RM500) from the Account.
- 15. "Eligible Bill Payments" is defined as payment transactions made from the Account via HLB Connect Online and HLB Connect App ("HLB Connect") to the following:
  - Billers listed on the HLB Connect:
  - JomPAY billers:
  - FPX (Direct Debit) registered merchants/billers; and
  - HLB Credit Card, HLB/HLISB Personal Loan/Personal Financing-i, Housing Loan/Property Financing-i, Auto Loan/Auto Financing-i and ASB Financing-i.
- 16. The total maximum e-Xtra Profit is capped at Ringgit Malaysia Thirty (RM30) per month.
- 17. e-Xtra Profit is calculated based on the **Daily Average Balance** ("**DAB**") of the Account at the end of the month and credited into the Account on the **first** (1st) day of the following month ("**e-Xtra Profit Crediting Date**"). Below is the formula for e-Xtra Profit calculation:

## e-Xtra Profit = DAB x Time (T) x Rate(R) Note:

DAB = Sum of total end-day balance in the month / Total number of days in the month

Time (T) = Number of days in the month / Number of days in the year, based on

365 days calendar year

Rate (R) = e-Xtra Profit Rate

- 18. Unsuccessful or reversal of Eligible Bill Payments will not be included in e-Xtra Profit calculation. In the event the Account is closed prior to the next e-Xtra Profit Crediting Date, the Accountholder is agreeable to waive the e-Xtra Profit (if any) and the accrued e-Xtra Profit shall be forfeited.
- 19. The latest e-Xtra Profit rates can be obtained at HLISB's Website.

### **Debit Card-i Bonus Profit**

- 20. Subject to the T&Cs below, Accountholders are eligible for bonus profit ("Debit Card-i Bonus Profit") provided they successfully perform a minimum cumulative amount of Ringgit Malaysia Five Hundred (RM500) in Eligible Swipes as defined under Clause 22 below by using their Hong Leong Islamic Bank Debit Card-i ("Debit Card-i").
- 21. The total maximum Debit Card-i Bonus Profit is capped at **Ringgit Malaysia Thirty (RM30)** per month.

Version 1.0 Page 3 of 10



22. Debit Card-i retail transactions that are eligible for the Debit Card-i Bonus Profit are set out in Table 3 below ("Eligible Swipes"):

### Table 3

No.	Eligible Swipes	Total Maximum Debit Card-i Bonus Profit per month
1	Petrol	
2	Shopping	
3	Groceries	RM30
4	Restaurant	
5	Other Debit Card-i usage	

- 23. The Eligible Swipes must be successfully posted in the HLISB's system and any unsuccessful or reversal of Debit Card-i retail transaction shall be disqualified from the calculation of Debit Card-i Bonus Profit.
- 24. The posting date of the Eligible Swipes shall be used to calculate the total amount spent from the Eligible Swipes from the Debit Card-i per calendar month.
- 25. For the avoidance of doubt, if the date and time of Eligible Swipes posted in HLISB's system differ from the actual retail transactions performed by the Accountholders, the date and time captured in HLISB's system shall prevail.
- 26. Debit Card-i Bonus Profit is calculated based on the DAB of the Account at the end of the month.
- 27. Debit Card-i Bonus Profit will be credited on the **first (1**<sup>st</sup>) day of the following month into the Account. Below is the formula for Debit Card-i Bonus Profit calculation:

### Debit Card-i Bonus Profit = DAB x Time (T) x Rate (R)

### Note:

DAB = Sum of total end-day balance / Total number of days in the month

Time (T) = Number of days in the month / Number of days in the year, basec on 365 days calendar year

Rate (R) = Debit Card-i Bonus Profit Rate

- 28. In the event the Account is closed prior to the next Debit Card-i Bonus Profit crediting date, the Accountholder agrees to waive the Debit Card-i Bonus Profit (if any) and the accrued Debit Card-i Bonus Profit shall be forfeited.
- 29. The latest Debit Card-i Bonus Profit rates can be obtained at HLISB's Website.

# **Securities Trading Feature**

The following sets out terms, conditions and definitions that will apply to individual Accountholders who have applied for the Securities Trading Feature ("Securities Trading Terms and Conditions"). In the event of any conflict or inconsistency between the Securities Trading Terms and Conditions and the T&Cs herein, the Securities Trading Terms and Conditions shall prevail.

For the avoidance of doubt, securities trading bonus profit is not applicable for sole proprietors.

Version 1.0 Page 4 of 10



- 30. The Securities Trading Feature shall only be available to the Accountholders who have fulfilled the following conditions:
  - 30.1 registered for HLB Connect and applied for the Securities Trading Feature;
  - 30.2 opened a share trading account ("**Trading Account**") with Hong Leong Investment Bank Berhad ("**HLIB**") through HLISB and a Central Depository System account ("**CDS Account**") through HLIB which are to be linked to the Account, for the purpose of trading in securities in Bursa Malaysia Securities Berhad ("**Bursa Malaysia**") and/or other approved securities exchanges as determined by HLISB from time to time ("**Approved Securities**");
  - 30.3 The Account shall be linked to the Trading Account and CDS Account; and
  - 30.4 All dealings in the Approved Securities shall be executed through HLIB by way of HLIB's electronic investor services known as HLeBroking ("HLeBroking Services") and accessed through HLB Connect. The link to HLeBroking Services will be made available in HLB Connect as an alternative means for the Accountholder to access HLeBroking Services.
- 31. Any purchase of the Approved Securities by the Accountholder by way of the Trading Account opened pursuant to Clause 30.2 above shall be subject to Available Funds (as defined under Clause 32 below).
- 32. **Available Funds** shall mean the sum of monies standing to the credit of the Account and available for utilisation by the Accountholder, which shall include the use of the Available Funds for the purpose of purchasing the Approved Securities through HLIB.
- 33. The Available Funds in the Account are to be dealt with in the following manner:
  - 33.1 Trading Limit for purchase of Approved Securities
    - 33.1.1 The trading limit which shall be made available to the Accountholder to purchase the Approved Securities through HLeBroking Services shall be calculated and determined by HLISB, based on the Available Funds ("Trading Limit"), taking into account estimated brokerage and other costs related to the purchase of the Approved Securities ("Transaction Costs").
    - 33.1.2 The Trading Limit will vary from time to time based on the available credit balance in the Account and HLISB's computation and determination of the Trading Limit shall be final and conclusive.
    - 33.1.3 For the avoidance of doubt, any securities sold by the Accountholder through the Trading Account will not be taken into account by HLISB when determining the Trading Limit prior to the relevant settlement date for such sale.
    - 33.1.4 Without prejudice to HLISB's rights of calculation and determination as aforesaid, all amounts earmarked for purchase of any Approved Securities (including the Transaction Costs payable) and/or any other banking transactions (including retail spending via Debit Card-i) shall be deducted from and shall not form part of the Available Funds in calculating the Trading Limit.

Version 1.0 Page 5 of 10



## 33.2 Earmarking for purchase order

- 33.2.1 The Available Funds shall be earmarked upon purchase orders for Approved Securities being made whereby the amount earmarked is equivalent to the total purchase price of the Approved Securities and Transaction Costs. The amount earmarked shall not be made available for withdrawal and/or transfer by the Accountholders until the settlement date in accordance with Bursa Malaysia's Fixed Delivery and Settlement System Rules ("FDSS Rules"), whereupon:
  - (a) it will be utilised towards settlement of the purchase price and Transaction Costs of the relevant Approved Securities purchased; or
  - (b) the earmark will be released if the purchase order is not matched.

## 33.3 Trade settlement

- 33.3.1 Upon settlement date in accordance with the FDSS Rules, HLISB is hereby authorised by the Accountholders to utilise the amount earmarked in the manner set out under Clause 33.2.1 above:
  - (a) for settlement of all purchase contracts under the Trading Account; and/or
  - (b) for settlement of purchase contracts where the counter(s) due for which the purchase contract has been executed, is/are suspended from trading by the relevant regulatory body.
- 33.3.2 In the event the earmarked amount is insufficient to settle all purchase contracts, the Accountholder must settle the difference between the purchase price and Transaction Costs of the relevant Approved Securities purchased ("Differential Sum") before HLISB remits the earmarked amount to HLIB.
- In the event that HLISB is advised by HLIB that there are contra losses, debit notes and all expenses reasonably incurred in connection with and in compliance with the terms and conditions governing the Trading Account ("Contra Losses/Debit Notes"), HLISB is hereby authorised by the Accountholder to debit the Accountholder's Account for such Contra Losses/Debit Notes as advised by HLIB to HLISB without requiring to obtain the prior written consent of the Accountholder.
- Any and all sales proceeds received in respect of the Trading Account shall be credited into the Account in accordance with the FDSS Rules. In the event HLISB is advised by HLIB that there are contra gains, such contra gains shall be credited into the Account not later than **three (3)** days from the date of contra.
- 34. When earmarking the Available Funds upon purchase order being made by the Accountholders for the purchase of Approved Securities, HLISB shall not be responsible for checking and ensuring there are sufficient monies available in the Account after the earmarking as aforementioned, to meet any Standing Instruction(s) that may have been issued by the Accountholders. The Accountholders are solely responsible for ensuring there are sufficient monies in the Account to meet the obligation of any Standing Instruction that may have been given to HLISB and HLISB shall not be held responsible or liable for any claims, losses, liabilities, obligations, fines, costs and expenses arising from or in connection with an unsuccessful Standing Instruction.

Version 1.0 Page 6 of 10



- 35. Save and except for the following variations applicable to the Account, the General Terms and Conditions of Accounts shall apply to the Account:
  - The operation of an Account held jointly between **two (2)** or more persons shall be on the basis that any one Accountholder can operate the Account at any time, and
  - 35.2 No cheque facility shall be available for the Account. However, exceptions can be made on a case-to-case basis.
- 36. The Accountholders who have successfully registered and subscribed for the Securities Trading Feature hereby irrevocably authorise and permit HLISB, its officers and employees to disclose and furnish all information concerning the Account(s) to HLIB in order to facilitate dealing in the Approved Securities in accordance with the Accountholders' instructions and operation of the Trading Account as well as CDS Account in accordance with the Securities Trading Feature.

### **Securities Trading Bonus Profit**

- 37. The Accountholders are eligible for a securities trading bonus profit ("Securities Trading Bonus Profit") provided that the Accountholders make a minimum of one (1) successful purchase or sale of Approved Securities through the Trading Account, subject to the T&Cs herein.
- 38. The Securities Trading Bonus Profit shall be calculated on a tiered basis based on the total amount of trades by the Accountholders in a calendar month ("**Total Monthly Traded Amount**" or "**MTA**").

### The MTA is derived as below:

- (i) For <u>Purchase</u> transactions:MTA = [Unit x Purchase Price] + Transaction Costs
- (ii) For <u>Sell</u> transactions: MTA = [Unit x Selling Price] - Transaction Costs
- 39. The higher the MTA made in a month, the higher the Securities Trading Bonus Profit earned on the credit balance in the Account.
- 40. The Securities Trading Bonus Profit is calculated based on the DAB of the Account as at the end of each calendar month in accordance with the following formula:

### Securities Trading Bonus Profit = DAB x Time (T) x Rate (R) Note:

- DAB = Sum of total end-day balance in the month / Total number of days in the mont
- Time (T) = Number of days in the month / Number of days in the year, based on 365 day calendar year
- Rate (R) = Securities Trading Bonus Profit Rate based on the MTA as at month end
- 41. The latest Securities Trading Bonus Profit rate(s) can be obtained at HLISB's Website.
- 42. Securities Trading Bonus Profit is calculated monthly and credited on the **first (1st)** day of the following month into the Account.
- 43. In the event the Account is closed prior to the next Securities Trading Bonus Profit crediting date, Accountholder is agreeable to waive the Securities Trading Bonus Profit (if any) and all profits accrued shall be forfeited.

Version 1.0 Page 7 of 10



### **Multi-Currency Feature**

The following sets out terms, conditions and definitions that will apply to Accountholders who have enabled the Multi-Currency Feature ("MCF") ("MCF T&Cs").

- 44. "Multi-Currency Feature" or "MCF" refers to the foreign currency stored within an Account approved by HLISB for MCF which allows the Accountholders to, amongst others:
  - a) hold foreign currencies approved by HLISB from time to time;
  - b) convert Ringgit Malaysia to a foreign currency or vice-versa in the Accountholder's MCF Enabled Account (as defined below) via the HLB/HLISB branches or HLB Connect;
  - c) convert one foreign currency to another foreign currency in the Accountholder's MCF Enabled Account via HLB/HLISB branches or HLB Connect;
  - d) withdraw foreign currencies from the Accountholder's MCF Enabled Account from an ATM overseas;
  - e) receive foreign currencies into the Accountholder's Account through Inward Telegraphic Transfers;
  - (f) transfer foreign currencies from the Accountholder's Account through Outward Telegraphic Transfers via HLB/HLISB branches or HLB Connect; and
  - (g) intra bank fund transfer in the same foreign currency between the Accountholder's Account and Foreign Currency Account.

For the avoidance of doubt, MCF is only available for MCF Enabled Account held by a single individual Accountholder. The latest available foreign currencies approved for MCF is available at HLISB's Website.

"MCF Enabled Account" means the Account of the Accountholders where the MCF has been enabled.

- 45. Except for Clause 44(f) and 44(g), foreign currencies stored are non-transferable directly from MCF Enabled Account via Inter or Intra bank transfer of funds to another HLB/HLISB account and non-HLB/HLISB account (whether CASA/CASA-i, FD/FD-i, TIA-i or GIA-i).
- 46. The foreign currencies stored with the MCF Enabled Account operate on a non-cash basis. No acceptance of physical foreign currency notes throughout any channels to the Accountholder shall be credited to the MCF Enabled Account.
- 47. The currencies available in respect of MCF are determined by HLISB from time to time. If HLISB introduces a new foreign currency, this MCF T&Cs shall apply to such new currency. Any variation or introduction of new currencies can be found on HLISB's Website.
- 48. HLISB is not a currency trading platform, hence all Accountholders are advised not to misuse HLISB's services, including the MCF Enabled Account for this purpose.
- 49. The Accountholders acknowledge and agree that there are risks involved in foreign currency transactions including but not limited to risks due to the fluctuation of exchange rates, valuation and devaluation of currencies, taxes, involuntary transfers or changes in governmental policies or any other reasons beyond the control of HLISB.

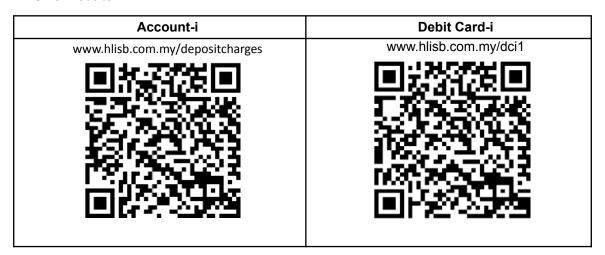
Version 1.0 Page 8 of 10



- 50. The Accountholders agree that HLISB shall be entitled to effect any conversion or reconversion of any currencies as required by law, any applicable rules and regulations and/or HLISB for payment, deduction and/or withholding of any fees, charges, taxes or levies. HLISB shall not be liable to the Accountholders or any other parties for any loss suffered or incurred by the Accountholders or other parties for any such conversion or reconversion in accordance with this Clause 50.
- 51. MCF is classified as Investment Foreign Currency Account. For details, please refer to the <u>Foreign Exchange Policy Notices</u> (Rules Applicable to Residents) Individual Fact Sheet.
- 52. HLISB shall not be responsible for nor be liable for any diminution in the value of the currency of the deposit due to taxes, imposts, depreciation or devaluation, or for the unavailability of any currency due to restrictions on convertibility, requisitions, involuntary transfer, exercise of military or usurped powers, or any other causes whatsoever which are beyond the control of HLISB.
- 53. For MCF Enabled Account that is considered dormant, before the funds are transferred to the Registrar of Unclaimed Moneys in the manner as provided in Unclaimed Moneys Act 1965, all foreign currencies available in the MCF Enabled Account will be converted back to Ringgit Malaysia based on the day's prevailing board rate which is **two (2)** calendar days prior to the transfer.

### **Fees and Charges**

54. Standard fees and charges of the Deposit-i and Debit Card-i shall apply and can be found at HLISB's Website.



### Overdrawn Position and Profit on Overdrawn Balances

55. Where a debit or non-prearranged overdrawn position arises in the Account for whatsoever reason, the Customer shall be liable for and shall make good the amount overdrawn.

#### **Account Statements**

56. Account statements will be issued electronically on a monthly basis.

### **Product Features Variation**

57. HLISB shall be entitled to amend, vary or alter any of the product features for this Account at any time in accordance with Clause 58 of these T&Cs.

Version 1.0 Page 9 of 10



## **General**

- 58. <u>Amendments</u>: HLISB reserves the right at any time with **twenty-one (21)** calendar days' notice to add, delete, suspend or vary the T&Cs contained herein, wholly or partially, at its discretion by way of posting on HLISB's Website, or in any manner deemed suitable by HLISB. Accountholders agree to access the website at regular time intervals to view the T&Cs and ensure they are kept up-to-date on any change or variation to the T&Cs.
- 59. <u>Misuse of Account</u>: All Accountholders are reminded to always protect their Accounts and never allow them to be used by anyone other than themselves. Any misuse of the Account can or may lead to legal action.

Member of PIDM. Hong Leong Pay&Save Account-i is protected by PIDM up to RM250,000 for each depositor.

If you have any enquiries regarding the T&Cs, please email us at <a href="mailto:hlongleong.com.my">hlongleong.com.my</a>.

Version 1.0 Page 10 of 10