

TERMS AND CONDITIONS

1. Services provided herein include the issue of Demand Drafts (“DDs”) and Banker’s Cheques (“BCs”), effecting funds transfer vide Telegraphic Transfer (“TT”), SuperRemit, Interbank GIRO (“IBG”) or other electronic modes of fund-transfer as Hong Leong Bank (“HLB”)/Hong Leong Islamic Bank (“HLISB”) may determine in its absolute discretion. HLB/HLISB shall be at liberty to appoint any agent, sub-agent or correspondent in using or affecting the relevant Services.
2. HLB/HLISB may send messages pertaining to TT, SuperRemit or other modes of electronic fund transfer by either cable, telex, telephone, facsimile or electronically as may be determined by HLB/HLISB, in either explicit language, code or cipher, as it deems fit. The maximum sending limit per Applicant per day is RM50,000 via SuperRemit.
3. Applications shall be irreversible and irrevocable once delivered to HLB/HLISB unless otherwise permitted by HLB/HLISB. Applications for any of the Services received after the respective stipulated cut-off time will be held over until the next banking day. The provision of the Services would also be held over if it is a non-banking day in the Federal Territory. The turn-around time for TT and SuperRemit is between one (1) to five (5) banking days, depending on the geographical address of the beneficiary.
4. Encashment of the draft or payment of the transferred funds is subject to the rules and regulations of the country where the draft is to be encashed or payment is to be made. DDs and BCs required to be repurchased by HLB/HLISB at the request of the Applicant shall be surrendered to HLB/HLISB, duly endorsed by the Applicant and shall be made only in Ringgit Malaysia (RM). DDs in foreign currency will be converted to RM at HLB/HLISB’s buying rate for that foreign currency at the time the draft is repurchased.
5. Refund of any remittance will be made only after HLB/HLISB receives a written confirmation of effective cancellation of the remittance from its correspondent or agent and an acceptable letter of indemnity from the Applicant. In the case of lost, stolen or destroyed BCs, the Applicant shall in addition provide an acceptable letter from the beneficiary confirming non-receipt of the BCs. Refunds shall be made only in RM less cost, interests, charges and expenses. Remittance in foreign currency will be converted to RM at HLB/HLISB’s buying rate for the foreign currency at the time of refund.
6. In the event a refund of any remittance is to be effected, HLB/HLISB will contact the Applicant based on the telephone numbers stated in the application form and the refund will be effected in the following manner:
 - a) If the Applicant has an account with HLB/HLISB the funds will be credited to the same account stated in the application for remittance;
 - b) For Applicants who do not have an account with HLB/HLISB, the refund will be effected in accordance with the mode of payment at the point of application subject to the following:
 - (i) For individual Applicants who are MyKad holders, the refund can be made to the Applicant at any HLB/HLISB branch subject to successful biometric verification; or
 - (ii) For individual Applicants who are non-MyKad holders and non-individual Applicants, refunds can only be made at the branch where the application was made.
 - c) For refunds effected by way of a banker’s cheque, the banker’s cheque will be held at the transaction branch for three (3) banking days. In the event the Applicant cannot be reached within three (3) banking days from the date of cancellation of the remittance, the cheque will be posted to the mailing address stated in the application form.
7. All costs and expenses incurred in respect of amendments, reversals, cancellations and/or refunds shall be solely borne by the Applicant.

8. Notwithstanding any provisions herein contained, HLB/HLISB reserves the absolute right to reject any application submitted to HLB/HLISB in its absolute discretion and without having to disclose its reason(s) for doing so and its decision shall not be questioned on any account whatsoever.
9. HLB/HLISB shall be entitled to impose service fees and other charges for the Services utilized by the Applicant. HLB/HLISB reserves the absolute right to vary such service fees and charges at any time and from time to time by giving twenty-one (21) days' notice to the Applicant by way of notices in the banking hall or media or account statement or its website at www.hlb.com.my/www.hlisb.com.my
10. The Applicant shall ensure that all information provided herein are accurate and correct. For IBG, the crediting to the beneficiary's account will be based on the ACCOUNT NUMBER written on the application form and not other details.
11. HLB/HLISB shall not be liable to the Applicant or any third party for damages, loss of profits or earnings, goodwill or any type of special/exemplary, incidental, direct or consequential loss or damage howsoever arising whether by way of omission, negligence, any breach of contract or otherwise and whether or not HLB/HLISB has been advised of the same for any of the following : (a) for any misdescription or error (including incorrect name(s) or account number(s) or amount of the application(s) in any information provided to HLB/HLISB ; in the event the transmission of messages is delayed, failed or otherwise interrupted due to reasons beyond HLB/HLISB's control including but not limited to fire, earthquake, landslide, flood; (b) epidemic, natural catastrophe accident, riots, civil disturbance, industrial disputes, act of public enemy, embargo, war, act of God or any failure or disruption to telecommunications, electricity, water, fuel supply or any factor in a nature of a force majeure or beyond the control of HLB/HLISB; but in the event HLB/HLISB is found liable, HLB/HLISB's sole and entire liability or any such demands, claims or actions shall not exceed the amount of the application involved which gave rise to the claim.
12. The Applicant undertakes to indemnify HLB/HLISB fully and completely and against all claims, demands, action proceedings, loss and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever nature or description which may be made taken incurred and suffered by HLB/HLISB in connection with or in any manner arising out of the provision of the Services or the acceptances of any application made by the Applicant or breach by the Applicant of any of these Terms and Conditions. The liabilities of the Applicant shall be a continuing liability and will remain in full force and effect until the liability, if any, of HLB/HLISB is fully discharged.
13. In addition to the permitted disclosures provided under Schedule 11 of the Financial Services Act 2013/Islamic Financial Services Act 2013, the Applicant irrevocably authorizes and permits HLB/HLISB, its officers and employees to disclose and furnish all information concerning the remittance, present and future remittances of the Applicant and any other matters relating to the Applicant or its business and operations to :
 - (a) other financial institutions granting or intending to grant any credit facilities to the Applicant, the Credit Bureau or any other central credit bureau established by Bank Negara Malaysia, Cagamas Berhad, Credit Guarantee Corporation, any other relevant authority as may be authorized by law to obtain such information or such authorities/agencies established by Bank Negara Malaysia or any agency established by the Association of Banks in Malaysia/Association of Islamic Banks in Malaysia;
 - (b) any current or future corporation which may be associated with or related to HLB/HLISB (as defined in the Companies Act 1965), including representative and branch offices and their respective representatives as well as subsidiaries of HLB/HLISB's holding company;
 - (c) the security parties or any party intending to provide security in respect of the remittance;
 - (d) HLB/HLISB's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and

- (e) HLB/HLISB's professional advisers, service providers, nominees, agents, contractors or third party service providers who are involved in the provision of products and services to or by HLB/HLISB and its related or associated companies.
14. The Applicant shall immediately notify the branch where the application was made, of any disputes on the transaction done and any complaints may be lodged with the Officer-in-Charge of branch operations. Upon receipt of a complaint, HLB/HLISB will conduct an investigation and notify the Applicant of its findings and take remedial steps, where applicable.
 15. HLB/HLISB reserves the right to amend, add to, delete or vary any or all of these Terms and Conditions and/or vary or terminate all or any part of or scope of the Services at any time and from time to time as it deems fit by way of notice. The Applicant agrees to access the website at regular time intervals to view the Terms and Conditions and to be kept up-to-date on any changes or variations to the Terms and Conditions.
 16. The Applicant is required to be aware of any sanctions imposed on any countries/organizations where he/she wishes to send funds to or receive funds from. If any funds/documents/transactions are delayed/blocked/held in relation to the said sanction(s), HLB/HLISB will not be held liable for such delay/block/holding.
 17. All cheque payments made to HLB/HLISB are to be made payable to "HLBB/HLISB for <DDs/BCs/IBG/TT>application", whichever applicable. In the event the Applicant omits or fails to do so, HLB/HLISB shall not be liable for any misappropriation of funds, theft and/or alteration of the said cheque and shall reserve the right to apply the proceeds of that cheque towards payment of the Applicant's due and payable indebtedness to HLB/HLISB in such manner as it deems fit. All cash and cheque payments to HLB/HLISB are to be made at HLB/HLISB's transaction counters and not to any persons (whether HLB/HLISB's representatives or otherwise) outside the banking premises.
 18. Privacy Policy means HLB/HLISB's policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with HLB/HLISB as may be amended from time to time and made available at HLB/HLISB's websites respectively or in such manner as HLB/HLISB deems appropriate from time to time.
 19. The Applicant has read HLB/HLISB's Privacy Policy and agree that all personal data provided to HLB/HLISB by the Applicant and/or acquired by HLB/HLISB from the public domain, as well as personal data that arises as a result of the provision of services to the Applicant will be subject to such Privacy Policy as may be varied from time to time. The Applicant hereby agrees and authorizes the disclosure of the Applicant's name and other contact details to companies within the HLB and/or Hong Leong Financial Group Berhad group of companies for marketing and promotional purposes. Copies of the Privacy Policy are available upon request or from HLB's website (www.hlb.com.my) or HLISB's website (www.hlisb.com.my)
 20. The Applicant hereby represents and warrants that the Applicant has obtained the consent of all persons named in the Applicant's application for the remittance or such other document submitted to HLB/HLISB in support of such application and/or their authorized representatives, including not limited to the Applicant's directors, shareholders, authorized signatories or such other persons as specified by HLB/HLISB ("Relevant Data Subjects"), for HLB/HLISB's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with HLB/HLISB's Privacy Policy as may be amended from time to time.
 21. The Applicant hereby agrees and consents to the holding, collection and use of all personal data provided to HLB/HLISB by the Applicant and/or acquired by HLB/HLISB from the public domain, as well as personal data that arises as a result of the provision of services to the Applicant in connection with the remittance in accordance with the Privacy Policy of HLB/HLISB as may be amended from time to time.
 22. Applicants who wish to opt-out from the sharing of the personal data within the HLB and/or Hong Leong Financial Group Berhad group of companies for marketing and promotional purposes are

required to visit any of the branches or call our Call Centre at 03-76268899 to register the instruction to opt-out of the said sharing.

23. "Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the goods and services tax ("**GST**") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof. "Appropriate Authority" means any government or taxing authority.
24. The service fees and charges and all other monies to be paid by Applicant to HLB/HLISB under this Agreement, including any amount representing reimbursements to be paid by Applicant to HLB/HLISB, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
25. In the event Applicant is required by law to make any deduction or withholding from the service fees and charges and/or all other monies payable HLB/HLISB under this Agreement in respect of any Tax or otherwise, the sum payable by Applicant in respect of which the deduction or withholding is required shall be increased so that the net service fees and charges and/or the net amount of monies received by HLB/HLISB is equal to that which HLB/HLISB would otherwise have received had no deduction or withholding been required or made.
26. The Applicant shall in addition to the service fees and charges and all other monies payable, pay to HLB/HLISB all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLB/HLISB to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Applicant directly to any Appropriate Authority, which the Applicant shall remit directly to the Appropriate Authority.
27. If at any time an adjustment is made or required to be made between HLB/HLISB and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this agreement by HLB/HLISB, a corresponding adjustment may at HLB/HLISB's discretion be made as between HLB/HLISB and Applicant and in such event, any payment necessary to give effect to the adjustment shall be made.
28. All Tax as shall be payable by the Applicant to HLB/HLISB as herein provided shall be paid at such times and in such manner as shall be requested by HLB/HLISB.
29. The Applicant hereby agrees to do all things reasonably requested by HLB/HLISB to assist HLB/HLISB in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, the Applicant agrees to provide its fullest cooperation to HLB/HLISB in assisting HLB/HLISB in complying with its obligations under the relevant laws.
30. For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this agreement has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.